Navigator Schools

Board Meeting

Date and Time

Monday September 15, 2025 at 6:00 PM PDT

Location

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

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

Members of the public who wish to access this board meeting online may do so via Zoom at https://zoom.us/join or via telephone by calling +13017158592 or 99671171364#.

ID: 996 7117 1364
Passcode: 672235

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. 326 Sierra Trace, Coralville, IA 52241
6. 3410 Moraga Boulevard, Lafayette, CA 94549
7. 5357 Federation Ct., San Jose, CA 95123 (Santa Clara County)
8. 2520 Apple Tree Way, Gilroy, CA 95020 (Santa Clara County)

Members of the public attending online who wish to comment during the board meeting will use the online “raise hand” tool in Zoom when the chairperson elicits public comments. Members of the public planning to attend by phone are requested to confirm their intent to comment up to one hour prior to the meeting via e-mail.

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

Las solicitudes de modificaciones o adaptaciones relacionadas con una discapacidad para participar en esta reunión pública deberán presentarse cuarenta y ocho horas antes de la reunión por correo electrónico. Se hará todo lo posible por realizar adaptaciones razonables. El orden del día y los documentos públicos se modificarán si se solicita, tal y como exige el artículo 202 de la Ley de Estadounidenses con Discapacidades.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
A.	Call the Meeting to Order The Board Chari will call the meeting to order.		Board Chair	1 m
B.	Pledge of Allegiance		Board Chair	1 m

		Purpose	Presenter	Time
	Board and attendees will recite the Pledge of Allegiance.			
C.	Record Attendance and Guests		Board Chair	1 m
	The Board Chair will initiate confirmation of attendance via roll call.			
D.	Approve Minutes	Approve Minutes	Board Chair	1 m
	Members will vote on the approval of minutes from the board meeting held on June 9, 2025			
	Proposed Motion: Approve the Board Meeting Minutes from June 9, 2025			
	Approve minutes for Board Meeting on June 9, 2025			
E.	Public Comments		Board Chair	3 m
	The Board will receive public comments regarding non-agenda items, if any, with a time limit of three minutes per speaker.			
F.	Opening Remarks of the Board Chair		Board Chair	5 m
	The Board Chair will provide opening remarks.			
G.	Chief Executive Officer & Superintendent Update		Caprice Young	5 m
	Dr. Caprice Young, Chief Executive Officer & Superintendent, will provide an update including the financial close of fiscal year 2024-25.			
H.	Approve Two New Board Members	Vote	Tom Peraic	5 m
	The Board will vote to approve Rosie Arroyo and Dr. Margaret (Macke) Raymond as new Board members.			
I.	Welcome Two New Board Members		Board Chair	5 m
	The Board Chair will welcome two new board members, Rosie Arroyo and Dr. Margaret “Macke” Raymond, will add them to roll call, and will initiate confirmation of attendance and establish a quorum via roll call.			
II.	**Governance**			**6:27 PM**
A.	Brown Act Training	FYI	Tom Peraic	15 m
	Tom Peraic, General Counsel, will provide the annual training on the Brown Act open meetings law.			

		Purpose	Presenter	Time
III.	**Consent Agenda**			**6:42 PM**
A.	Approval of the Consent Agenda	Vote	Tom Peraic	1 m

The Board will vote on the approval of the Consent Agenda:

A. Independent Study Policy - Revised
B. Independent Study Written Agreement - Revised
C. Title IX/Bullying Policy - Revised
D. ADA Recovery Policy
E. Public Records Act Policy
F. Employee Handbook
G. Alternatives to Suspension Policu
H. Uniform Complaint Policy and Procedures - Review of 08.26.24 Policy
I. Navigator Schools Policy for Addressing Body Shaming
Ja. Sunbelt - Client Services Agreement
Jb. Sunbelt - Terms of Teleservices Assignment
K.Approval of AALLR Agreement for Special Services

IV.	**Topical**			**6:43 PM**
A.	Beginning of School Year 2025-26	FYI	Crystal O'Rourke	30 m

Crystal O'Rourke, 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), Danilo Juarez (Principal, Hayward Collegiate), Norma Knox (Principal, Hollister Prep School), and Nancy Salazar (Principal, Watsonville Prep School).

V.	**Committees**			**7:13 PM**
A.	Academic Success Committee	FYI	Crystal O'Rourke	10 m

Crystal O'Rourke, Chief Academic Officer, will provide a summary of the most recent Academic Committee meeting.

B.	Governance Committee	FYI	Caprice Young	10 m

Dr. Caprice Young, Chief Executive Officer & Superintendent, will provide a summary of the most recent Governance Committee Meeting.

		Purpose	Presenter	Time
VI.	**Topical**			**7:33 PM**
A.	Monterey Countywide Charter Petition	Vote	Kirsten Carr	15 m

The Board will vote to approve the submission of the Monterey Countywide Charter Petition.

B.	2025-26 Committee Assignments - Revised	Vote	Tom Peraic	5 m

The Board will consider and vote on the 2025-26 Committee Assignments - the proposed updates are:

1. Approve Niña Rosete as a member of the Governance Committee during Shara Hegde's sabbatical from Committee service (09/15/25-12/31/25)
2. Approve Rosie Arroyo as a member of the Finance Committee
3. Approvel Margaret (Macke) Raymond as a member of the Academic Committee

C.	2025-26 Board & Committee Meeting Calendar - Revised	Vote	Tom Peraic	5 m

The Board will discuss and vote on the 2025-26 Board & Committee Meeting Calendar - Revision.

D.	Prop 28 Reports	Vote	Ami Ortiz	5 m

Ami Ortiz, Director of Compliance & Operations, will present Prop 28 reports to the Board for approval.

E.	Update on Hollister Prep School Facilities	Discuss	Caprice Young	5 m

Dr. Caprice Young, Chief Executive Officer & Superintendent, will update the Board on Hollister Prep School facilities.

VII.	**Closed Session**			**8:08 PM**
A.	Announcement and Vote to Enter Closed Session	Vote	Nora Crivello	1 m

The Board Chair will announce the reason for the closed session and the Board will vote to enter closed session:

1. CEO & Superintendent Evaluation

		Purpose	Presenter	Time
	2. Real Estate Negotiations 3. Anticipated Litigation			
B.	Closed Session	Discuss	Nora Crivello	19 m
	The Board will discuss the following matters in closed session: 1. CEO & Superintendent Evaluation (Gov't Code Section 54957) 2. Real Estate Negotiations (Gov't Code Section 54956.8): Negotiator, CEO & Superintendent; Address, 491 Tres Pinos Rd., Hollister, CA; Negotiation, Transform Operating Stores LLC 3. Anticipated Litigation - One case (Gov't Code Section 54956.9(b))			
C.	Return to Open Session	FYI	Nora Crivello	1 m
	The Committee Chair will report actions taken during closed session, if any.			

VIII. Closing Items — 8:29 PM

A.	Adjourn Meeting	Vote	Board Chair	1 m
	Board members will vote on adjournment of the meeting. Proposed Motion: Adjourn			

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 9, 2025

DRAFT

Navigator Schools

Minutes

Board Meeting

Date and Time
Monday June 9, 2025 at 6:00 PM

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

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Meeting ID: 988 3116 4369
Passcode: 884737

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6. 3410 Moraga Boulevard, Lafayette, CA 94549
7. 1365 Locust Street, Denver, CO 80220
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Directors Present
Anthony Di Vittorio, Chuck Daggs (remote), Claire Grissom, Ian Connell (remote), JP Anderson (remote), Jan Mazyck (remote), Niña Rosete, Nora Crivello, Shara Hegde (remote)

Directors Absent
None

Directors who arrived after the meeting opened

Niña Rosete

Guests Present
Alex Heredia (remote), Ami Ortiz (remote), Andrea Hernandez (remote), Caprice Young, Christopher Copus (remote), Crystal O'Rourke (remote), Gabriela Roldan (remote), Jesse Cornia (remote), Katie Eng (remote), Kirsten Carr, Melissa Alatorre Alnas (remote), Missy Corral (remote), Norma Knox (remote), Noël Russell-Unterburger (remote), Samuel Chu (remote), Shun Dorsey (remote), Tina Hill (remote), Tom Peraic (remote), Vivian Calderon (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Nora Crivello called a meeting of the board of directors of Navigator Schools to order on Monday Jun 9, 2025 at 6:05 PM.

C. Approve Minutes from Previous Board Meeting

Claire Grissom made a motion to approve the minutes from Board Meeting on 04-07-25.
Anthony Di Vittorio 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 stated that she appreciates the work that staff put into the agenda. Today there is a lot of voting on the agenda and that she appreciates the Board's work.

F. Chief Executive Officer & Superintendent Update

The CEO & Superintendent shared updates with the Board as per the attached presentation.
Niña Rosete arrived at 6:15 PM.

II. Consent Agenda

A. Approval of the Consent Agenda

Niña Rosete made a motion to approve the consent agenda.
Anthony Di Vittorio seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Committees

A. Academic Success Committee Report

Crystal O'Rourke, Interim Chief Academic Officer, provided a summary of the most recent Academic Success Committee meeting.

B. Governance Committee Report

Dr. Caprice Young, Chief Executive Officer & Superintendent, provided a summary of the most recent Governance Committee meeting.

C. Finance Committee Meeting

Noël Russell-Unterburger, Chief Financial & Operating Officer, provided a summary of the most recent Finance Committee meeting.

D. Development Committee

Shun Dorsey, Development Officer, provided a summary of the most recent Development Committee meeting.

E. AdHoc Committee

Claire Grissom made a motion to close the Ad Hoc Committee.
Anthony Di Vittorio seconded the motion.
The Board Chair summarized the report outs from the Ad Hoc Committee and the Board voted to close the Committee.
The board **VOTED** unanimously to approve the motion.

IV. Topical

A. Celebration of JP Anderson's Service to Navigator Schools

Nora Crivello made a motion to Approve the Resolution in Celebration of JP Anderson's Service to Navigator Schools.
Ian Connell seconded the motion.
The Board members and staff shared their personal appreciation for JP Anderson's service on Navigator's Board of Directors since 2017.
The board **VOTED** unanimously to approve the motion.

B. LCAP Local Indicators

Ami Ortiz presented the LCAP Local Indicators for Gilroy Prep School, Hollister Prep School, Watsonville Prep School, and Hayward Collegiate.

C. LCAP - Gilroy Prep School

Niña Rosete made a motion to approve the LCAP for Gilroy Prep School.
Anthony Di Vittorio seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. LCAP - Hollister Prep School

Claire Grissom made a motion to approve the LCAP for Hollister Prep School.
Anthony Di Vittorio seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. LCAP - Watsonville Prep School

Anthony Di Vittorio made a motion to approve the LCAP for Watsonville Prep School.
Niña Rosete seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. LCAP - Hayward Collegiate

Claire Grissom made a motion to approve the LCAP for Hayward Collegiate.
Anthony Di Vittorio seconded the motion.
The board **VOTED** unanimously to approve the motion.

G. Declarations of Need (DON)

Niña Rosete made a motion to approve the Declarations of Need (DON) for the four schools.
Claire Grissom seconded the motion.
Melissa Alatorre Alnas, Director of People Support, presented the Declarations of Need (DON) for Board consideration.
The board **VOTED** unanimously to approve the motion.

H. Navigator Schools 2025-26 Academic Priorities

Crystal O'Rourke, Interim Chief Academic Officer, provided a short update on academic priorities and will update the Board further at the August 2025 Board meeting.

V. Governance

A. Re-Election of Board Members

Niña Rosete made a motion to re-elect Chuck Daggs and Shara Hegde to the Board of Directors.
Ian Connell seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Re-Election of Board Officers

Niña Rosete made a motion to re-elect Nora Crivello as Board Chair, Ian Connell as Vice Chair, Noël Russell-Unterburger as Treasurer, and Tomislav Peraic as Secretary.

Jan Mazyck seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Appointment of Board Members to the NSSC

Niña Rosete made a motion to re-appoint Kevin Sved, and to appoint Joe Lucente and Carl Cade, to the NSSC Board.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Committee Assignments for 2025-26

Anthony Di Vittorio made a motion to approve the Committee Assignments for 2025-2026 as per the attached Resolution/exhibit to the agenda.
JP Anderson seconded the motion.
The exhibit to be revised to correctly spell Shara Hegde's name.
The board **VOTED** unanimously to approve the motion.

E. Board & Committee Meeting Calendar 2025-26

Claire Grissom made a motion to approve the Board & Committee Meeting Calendar 2025-2026 as attached to the agenda, dated 06.02.25 and identified as "NEW DRAFT".
Anthony Di Vittorio seconded the motion.
The board **VOTED** unanimously to approve the motion.

VI. Finance

A. Budget 25-26; Approval

Niña Rosete made a motion to approve the Budget 25-25 along with the associated multi-year projections.
Ian Connell seconded the motion.
Noël Russell-Unterburger, Chief Financial and Operating Officer, and Katie Eng, Charter Impact, presented the Budget 25-26 along with the associated multi-year projections.

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

B. Resolution - Ratification of Previous Contracts/Purchases of $50,000

Niña Rosete made a motion to ratify previous contracts/purchases of $50,000 as per the attached Resolution.
Anthony Di Vittorio seconded the motion.
Caprice Young, CEO & Superintendent, presented previous contracts and purchases with sums of $50,000 and which were not previously presented to the Board and/or Governance Committee.
The board **VOTED** unanimously to approve the motion.

C. 2nd Interim Financial Reports

Ami Ortiz presented the 2nd Interim Financial Reports to the Board for its review.

VII. Closed Session

A. Announcement and Vote to Enter Closed Session

Niña Rosete made a motion to enter closed session.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Closed Session

The Board engaged in closed session discussions.

C. Return to Open Session

No report out from closed session.

VIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:18 PM.

Respectfully Submitted,
Nora Crivello

Documents used during the meeting

- Board Update Presentation (06.09.2025).pdf
- 1. Search and Seizure Policy (06.09.25).pdf
- 2. Application for Title Funding (06.09.25).pdf
- 3. Santa Clara COE MOU (06.09.25).pdf
- 4. Sonja Biggs Agreement (06.09.25).pdf
- 5. Laurie Coleman ICA (06.09.25).pdf
- 6. Sharon Waller ICA (06.09.25).pdf
- 7. Therapy Zone 4 Kidz ICA (06.09.25).pdf
- 7a. Therapy Zone 4 Kidz Exhibit A (06.09.25).pdf
- 8. Larson Communications Agreement (06.09.25).pdf
- 9. Meal Services Contract (06.09.25).pdf

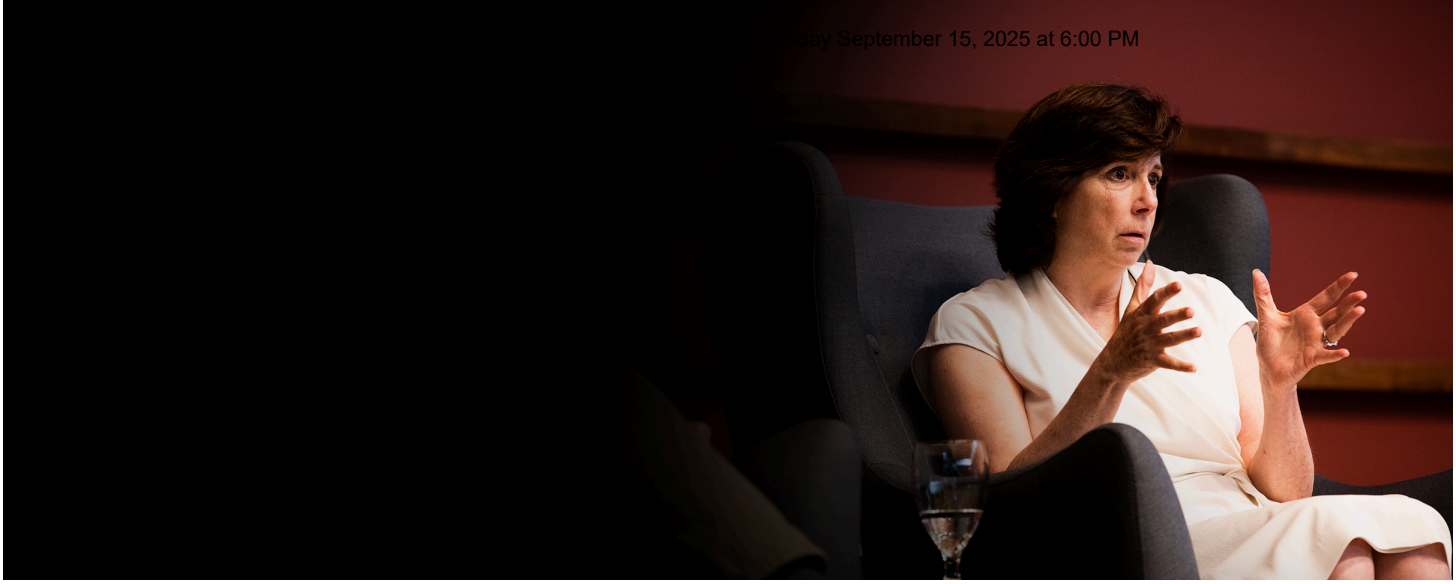
- 10. Board Member Agreement and Survey 2025-26 (06.09.25).pdf
- 11. Resolution (BR_2025-3) re Opposition to AB 84 (06.09.25).pdf
- 12. Aperia Contract (06.09.25).pdf
- 13. Cross Country Education Master Contract 25-26 (06.09.25).pdf
- 14. Envision Contract (06.09.25).pdf
- 15. Navigator Insurance Proposal (06.09.25).pdf
- Resolution (BR_2025-5) re Recognition of JP Anderson (06.09.25).pdf
- 2025 Gilroy Prep Local Indicators 2025.pdf
- 2025 Hayward Collegiate - Local Indicators.pdf
- 2025 Hollister Prep Local Indicators.pdf
- 2025 Watsonville Prep Local Indicators.pdf
- 2025_Local_Control_and_Accountability_Plan_Gilroy_Prep_(Navigator_School)_20250606.pdf
- 2025_Local_Control_and_Accountability_Plan_Hollister_Prep_School_20250606.pdf
- 2025_Local_Control_and_Accountability_Plan_Watsonville_Prep_School_20250606.pdf
- 2025_Local_Control_and_Accountability_Plan_Hayward_Collegiate_Charter_School_20250606.pdf
- Declaration of Need Memo (06.09.25).pdf
- GPS DON 2025-2026 (06.09.25).pdf
- HPS DON 2025-2026 (06.09.25).pdf
- WPS DON 2025-2026 (06.09.25).pdf
- HC DON 2025-2026 (06.09.25).pdf
- Resolution - Re-Election of Board Members_BR 2025-6 (06.09.25).pdf
- Resolution - Re-Election of Board Officers_BR 2025-7 (06.09.25).pdf
- Resolution - Appointment of NSSC Board Members_BR_2025-8 (06.09.25).pdf
- Joe Lucente (06.09.25).pdf
- Carl Cade (06.09.25).pdf
- 25-26 Committee Assignments - UPDATED (06.09.2025).pdf
- 5.12.2025 - DRAFT Board and Committee Schedule 2025-2026 .pdf
- 6.02.2025 - NEW DRAFT Board and Committee Schedule 2025-2026 .pdf
- NS FY26 Budget & Multi Yr Projections.pdf
- Resolution - Ratification of Previous Contracts Over $50,000_BR 2025-9 (06.09.25).pdf
- Exhibit A - Resolution Ratification of Previous Contracts Over $50,000_BR 2025-9 (06.09.25).pdf
- 1. 24-25 WPS 2nd Interim financial report.pdf
- 2. 24-25 HCC 2nd Interim financial report.pdf
- 3. 24-25 HPS 2nd Interim financial report.pdf

- 4. 24-25 GPS 2nd Interim financial report.pdf
- 25-26 Committee Assignments (06.09.2025).pdf

Coversheet

Approve Two New Board Members

Section: I. Opening Items
Item: H. Approve Two New Board Members
Purpose: Vote
Submitted by:
Related Material: Margaret (Macke) Raymond Introduction (09.15.25).pdf
Rosie Arroyo Introduction (09.15.25).pdf



FELLOW

Margaret (Macke) Raymond

Distinguished Research Fellow

About

Margaret “Macke” Raymond has served as founder and director of the Center for Research on Education Outcomes (CREDO) at Stanford University since its inception in 1999.

The CREDO team conducts rigorous and independent analysis and evaluation of promising programs that aim to improve outcomes for students in US K-12 public schools. Their mantra is “We let the data speak.” The team conducts large-scale analyses under a collaboration with 30 state education agencies.

Macke has steered the group to be a well-regarded source of impartial insight into the performance and workings of charter schools, city reform strategies and national reform programs. CREDO's studies and reports are relied upon by the US Department of Education, governors, state chief school officers, state legislators, the courts, other policy makers and the media. Supporters and opponents alike point to CREDO findings, moving the debate past evidence disputes to more substantive arguments.

She is a regular source for local and national media, including the *New York Times, the Wall Street Journal, the Washington Post, the Los Angeles Times* and the *Denver Post*. Macke's deep belief in building capacity for improved analysis of programs and policy has found its place through service on advisory boards, technical resource groups and peer review panels. She was selected as a Pahara-Aspen Education Fellow in recognition of her leadership

EXPERTISE

Education

Education Reform

Public Policy

RESEARCH TEAMS

Hoover Education Success Initiative *Participant*

Hoover-Alabama Innovation Initiative *Participant*

RESEARCH INTERESTS

Education

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COMMENTARY | ARTICLES

What Ohio Can Learn From Dallas And DC About Teacher Performance Pay

Hoover fellows Eric Hanushek and Margaret Raymond argue that if schools evaluated and paid teachers based on student outcomes, they would achieve better results; they cited teacher pay initiatives in two cities: Washington, DC, and Dallas.

July 22, 2025

quoting Eric Hanushek, Margaret (Macke) Raymond via The Thomas B. Fordham Institute



COMMENTARY | ARTICLES

What D.C. And Dallas Are Proving About Teacher Salaries

Performance-related reforms pioneered in these cities have not caught on in the rest of the U.S.

July 9, 2025

by Eric Hanushek, Margaret (Macke) Raymond via Education Next



COMMENTARY | ARTICLES

What D.C. Is Proving About Teacher Salaries

Performance-related reforms pioneered in D.C. and Dallas have not caught on in the rest of the US.

June 9, 2025

by Eric Hanushek, Margaret (Macke) Raymond via The Washington Post



COMMENTARY | ARTICLES

Can The US “Onshore” Top Talent?

Maintaining the lead in science means managing, not cutting off, the flow of STEM students.

June 4, 2025

by Norbert Holtkamp mentioning Margaret (Macke) Raymond, Eric Hanushek, Paola Sapienza, Ana Quiroz via Defining Ideas



NEWS/PRESS

Hoover Experts Discuss Pressing Challenges with State Education Chiefs

State education secretaries from across America, along with representatives from the Council of Chief State School Officers, joined Hoover fellows on May 15 and 16, 2025 for a series of topical briefings with a focus on how to reinvigorate K–12 education.

May 16, 2025

featuring Condoleezza Rice, Margaret (Macke) Raymond, Michael T. Hartney, Eugene Volokh, Thomas S. Dee, Eric Hanushek, Drew Endy, Natalie Millar, Herbert Lin, Steve Bowen



COMMENTARY | PODCASTS

The Education Exchange: Hoover Institution Proposes Massive K-12 School Reform

Macke Raymond, a Distinguished Research Fellow at the Hoover Institution and director of the Center for Research on Education Outcomes (CREDO) at Stanford University, joins Hoover Institution fellow Paul E. Peterson to discuss a report from t...

November 12, 2024

interview with Paul E. Peterson, Margaret (Macke) Raymond via The Education Exchange



COMMENTARY | ARTICLES

A Lot Has Changed In The 40 Years After 'A Nation At Risk.' But The School System? Not So Much

Margaret Raymond reflects on 40 years of education reforms since ANAR, and writes about why a survey of the results reveals little cause to celebrate.

September 9, 2024

by Margaret (Macke) Raymond via The74



RESEARCH | VIDEOS

A Nation At Risk +40

Forty years after "A Nation at Risk," an extensive analysis exposes the limitations of disjointed education reforms, underscoring the urgent need for policymakers to pursue reforms that are coherent, sustainable, and measurable across greater spans...

May 2, 2024

by Margaret (Macke) Raymond via PolicyEd



RESEARCH | CONGRESSIONAL TESTIMONY

Margaret E. Raymond On Proven Results: Highlighting The Benefits Of Charter Schools For Students And Families

Hoover Institution fellow Margaret E. Raymond testified before the House Committee on Education and the Workforce, Subcommittee on Early Childhood, Elementary, and Secondary Education. Read the testimony.

March 6, 2024

with Margaret (Macke) Raymond via Subcommittee on Early Childhood, Elementary, and Secondary Education

1 2 3 4 5 6 7

Research

Published Works By Fellows

Rosie Arroyo

Ms. Arroyo is a parent of a kindergartener at Hayward Collegiate. She has been living in Hayward for 22 years. Ms. Arroyo is studying to get her degree in accounting. She has previous Board experience at the Catholic school for her first child. Ms. Arroyo is proud to be a member of the Hayward Collegiate community as well as her Mexican heritage.

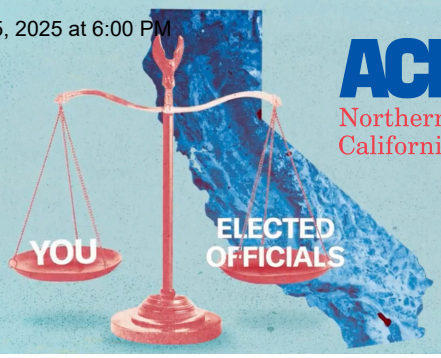
Coversheet

Brown Act Training

Section: II. Governance
Item: A. Brown Act Training
Purpose: FYI
Submitted by:
Related Material: ACLU Brown Act Fact Sheet (09.15.25).pdf

THE BROWN ACT
Frequently Asked Questions

KNOW THE FACTS



ACLU Northern California

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.

CONTINUED ➔

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.
✓ 72 Hours in advance	✓ 24 Hours in advance	✓ Does not require advance notice
✓ Includes time and location	✓ Includes time and location	
✓ Brief description of each discussion item, including items that will be discussed in closed session	✓ Brief description of each discussion item, including items that will be discussed in closed session	
✓ Available in alternative ADA formats	✓ Available in alternative ADA formats	
✓ Distribute in advance to those who request copies	✓ Delivered to each member of the legislative body	
✓ Posted in a physical location	✓ Delivered to each local newspaper, radio, or television stations requesting notice in writing	
✓ Posted on the agency's primary internet homepage		

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.

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.

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).

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.

CONTINUED ➔

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

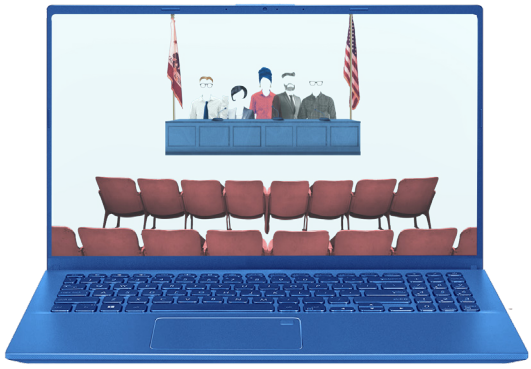
A. Are members of legislative bodies allowed to participate remotely in a public meeting?

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

Artwork by Arielle_designs

Coversheet

Approval of the Consent Agenda

Section: III. Consent Agenda
Item: A. Approval of the Consent Agenda
Purpose: Vote
Submitted by: Tom Peraic
Related Material:
A. Independent Study Policy - Revised (09.15.25).pdf
B. Independent Study Written Agreement - Revised (09.15.25).pdf
C. Title IX Harassment Intimidation Discrim. and Bullying Policy - Revised (09.15.25).pdf
D. ADA Recovery Policy (09.05.25).pdf
E. Public Records Request Policy (09.15.25).pdf
F. 2025-26 Employee Handbook (09.15.25).pdf
G. Alternatives to Suspension Policy (09.15.25).pdf
H. Uniform Complaint Policy and Procedures - Review of 08.26.24 Policy (09.15.25).pdf
I. Navigator Schools Policy for Addressing Body Shaming (09.15.25).pdf
Ja. Sunbelt - Client Services Agreement (09.15.25).pdf
Jb. Sunbelt - Terms of Teleservices Assignment (09.15.25).pdf
K. 2025-26 AALLR Agreement for Special Services (09.15.25).pdf

BACKGROUND:

This provides the background and context for each of the proposed policies. The Governance Committee has reviewed and recommended approval for items A-H, below. Items I-K were not reviewed by the Governance Committee and are being considered here for the first time.

A. Independent Study Policy - Revised

The leadership team considered alternatives to suspension in accordance with CDE policy and Ed Code 48900(v). As part of this study, the Independent Study Policy was revised to allow for suspended students to participate in independent study if their participation is voluntary.

B. Independent Study Written Agreement - Revised

This is the written agreement that accompanies the above-referenced policy.

C.Title IX/Bullying Policy - Revised

The leadership team also considered bullying as part of its study of its suspension policies. As part of this study, General Counsel is identified as Title IX Coordinator and the Director of Student Services is responsible for bullying complaints.

D.ADA Recovery Policy

This policy is new and allows for ADA recovery.

E.Public Records Act Policy

This policy is new, although Navigator Schools has complied with and continues to comply with the Public Records Act pursuant to law and charter contract.

F. Employee Handbook

The employee handbook has been updated to comply with new laws and regulations.

G. Alternatives to Suspension Policy - This policy is new, it interprets and expands upon the Suspension and Expulsion Policy and sets forth various alternatives to suspension that will be available to Navigator students pursuant to Ed Code 48900(v)

H. Uniform Complaint Policy and Procedures - This is an opportunity for the Committee to review and consider Navigator's Uniform Complaint Policy and Procedures which was last reviewed and revised by the Board on August 26, 2024.

I. Navigator Schools Policy for Addressing Body Shaming - This policy is being presented pursuant to Assembly Bill 10, which requires all traditional schools and charter schools in California to adopt anti-body-shaming policies, and is based on a California Department of Education model policy.

Ja. Sunbelt, Client Services Agreement - This agreement provides for special education staffing.

Jb. Sunbelt, Terms of Teleservices Assignment - This is an assignment pursuant to the above agreement.

K. 2025-26 AALLR Agreement for Special Services - This agreement updates the current agreement with Atkinson, Andelson, Loya, Ruud & Romo (AALLR) who provide construction law services to Navigator Schools.

RECOMMENDATION:

Approval of consent agenda

Board Policy #: 112
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

INDEPENDENT STUDY POLICY

Navigator Schools ("Navigator" or "Charter School") may offer independent study to meet the short or long-term educational needs of students enrolled in the Charter School as follows Independent study is an optional educational alternative in which no student may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable students to complete their independent study successfully. The following written policies have been adopted by the Navigator Board of Directors for implementation at the Charter School:

1. The Board authorizes students with short term independent study, defined as absences with a minimum of one (1) school day and no more than fifteen (15) consecutive school days. The Board authorizes students with long term independent study, defined as absences with a minimum of fifteen (15) or more consecutive school days in one (1) school year. No independent study agreement shall be valid for any period longer than one (1) school year. The Charter School will consult with the student's parent or guardian to determine the appropriate length of time, and request, but not require, a commitment to participate in independent study that is aligned with the Charter School's grading term or other length of time deemed to be in the best academic interest of the student. For all Charter School, the maximum length of time that may elapse between the time an assignment is made and the due date by which the student must complete the assignment shall be ten (10) school days.

2. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 3 school days.

3. For pupils in all grade levels and programs offered by the Charter School, who voluntarily choose independent studies as an alternative to suspension, per Ed Code 48900(v). A student may also be placed on long term independent study by the Board an alternative means during a suspended expulsion, and this alternative placement would be part of the suspended expulsion with placement in the alternative education program which the Board may address as part of any decision.

4. Long term independent study may be offered at the discretion of the Site Leader ("SL") of a Charter School. The SL's considerations may include, but are not limited to, budgetary, staffing, and other operational considerations for their school.

a. When any student fails to complete three (3) independent study assignments during any period of ten (10) school days or misses two (2) consecutive appointments with the supervising teacher without valid excuse.

b. In the event a pupil's educational progress falls below satisfactory levels as determined by Navigator multi-tiered system of support which considers all of the following indicators:

i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5);

ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments;

iii. Learning required concepts, as determined by the supervising teacher; and,

iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim student record. The record shall be maintained for a period of three (3) years from the date of the evaluation and, if the student transfers to another California public school, the record shall be forwarded to that school.

5. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction.

6. The Charter School have adopted tiered reengagement strategies for all students who are not generating attendance for more than three (3) school days or sixty percent (60%) of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follows:

a. All students who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;

b. Students found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or

c. Students who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

a. Verification of current contact information for each enrolled student;

b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a nonattendance day or lack of participation;

c. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary; and

d. A clear standard for requiring a student-parent-educator conference to review a student's written agreement, and reconsider the independent study program's impact on the student's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

7. For independent study, teachers will send standardized materials to the parent/guardian for student completion. For long term independent study, the following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

a. For pupils in transitional kindergarten through grade 3, inclusive, the Charter School shall provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record; and

b. For pupils in grades 4-8, inclusive, the Charter School shall provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.

8. The Charter School shall assist families to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five (5) instructional days, back to in-person instruction.

9. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:

a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress;

b. The objectives and methods of study for the student's work, and the methods used to evaluate that work;

c. The specific resources, including materials and personnel, that will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work;

d. A statement of the policies adopted pursuant to Education Code Section 51747 subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should

be allowed to continue in independent study;

e. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year;

f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion;

g. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports;

h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction; and,

i. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of pupils be provided the agreement at or before the beginning of the school year. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

j. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and

their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

10. Limitations**:**

a. A student participating in independent study must fulfill course requirements that are consistent with those for students enrolled in the regular school program;

b. The Charter School function as "classroom-based instruction" as defined in Education Code section 47612.5 (e)(1) and will meet the following conditions:

i. The Charter School' students are engaged in educational activities required of those students, and the students are under the immediate supervision and control of an employee of the Charter School;

ii. At least 80 percent of the instructional time offered at the Charter School is at the school site;

iii. Each of the Charter School' school sites are facilities that are used principally for classroom instruction; and,

iv. Each of the Charter School require students to be in attendance at the school site at least 80 percent of the minimum instructional time; and

c. Each student's master agreement shall be coordinated, evaluated, and carried out under the supervision of a certificated employee.

11. Independent study is available to all students currently enrolled in the Charter School whose health would be put at risk by in-person instruction, as determined by a medical professional or the parent or guardian of the student. Independent study spaces will be available and therefore priority of available spaces will be determined by the criteria listed below:

a. Medical condition of a student that would put them at a health risk by participating in in-person instruction, as verified by a doctor;

b. Medical condition of a student that would put them at a health risk by participating in in-person instruction, as attested to by parent or guardian;

c. Health concern of parent or guardian that cannot be remedied/addressed by the school;

d. Access for extraordinary academic and educational opportunities including but not limited to advanced curricula; and

e. A parent may request independent study for a student who is a sibling to whom the above-referenced medical condition applies if it would render that student's inability to attend school in-person during the independent study period for the sibling subject to the medical condition.

12. While independent study requires a commitment from both parent/guardian and student at all grade levels, as a student gets older, the student assumes a greater portion of the responsibility involved. For each independent study request, the SL or designee shall determine that the prospective independent study student is prepared to meet the Charter School' requirements for independent study. The SL or designee has the right to deny requests should it be determined that independent study is not in the best academic interest of the student. The SL's considerations may include, but are not limited to, the student's current academic standing, the student's grade level, the timing during the grading period, the purpose of the absence for which independent study is requested, previous participation in independent study, and input from teachers, MTSS team, or IEP team, as applicable. The SL shall not deny a request for independent study on the basis of race, ethnicity, age, gender, mental or physical disability, or on the basis of any other protected characteristic, either actual or perceived.

13. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter School Act of 1992 and the State Board of Education regulations adopted there under.

14. The Chief Executive Officer & Superintendent (or designee) may establish regulations to implement these policies in accordance with the law.

Board Policy #: 113B
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

Independent Study Written Agreement

Short Term Independent Study Procedures

- In order to have short term independent study, a student needs to be absent 1 or more days.

Parents are expected to notify the office at least 4 days in advance when they will be leaving for a period of time. Parents usually let teachers know and not the office, if this happens please ask the parent to notify the office about dates the student will be out. Or IS will not be counted for that student. We have to enter a special code in our system for the **IS** to be counted. (Usually they get a call that their student is absent and they don't like it, because they notified the teacher)

*The office will send an email notifying the teachers on dates the student will be out.

*The Independent Study Form is on the DRIVE, just search “Independent study sample form” and it should come up, or look below. Teachers please fill out the form, even if it is just READING 30 Minutes every night, it still needs to be stated and to count as independent study.

*Teachers turn in the INDEPENDENT STUDY FORM, STUDY LOG and package to the office.

*Office will notify the parents to come sign the agreement and take the package on the last day the student is attending.

* The office will change the student status to IS, teachers do not need to mark the student absent.

*Forms and work need to be turned into the OFFICE within 2 days from the student returning back to school. Office will give work to teachers to check and sign and **return back to the office to clear the attendance.**

Thank you,

Office staff

Board Policy #: 113B
Adopted/Ratified: December 12, 2023

Revision Date: September 15, 2025

Independent Study Written Agreement
Contract

Student Name	Grade and Teacher	Length of Impending absence

This is an Independent Study Agreement between Navigator Schools and the student / family mentioned above. It is voluntary on part of the student and their family but Navigator Schools strongly encourages the successful completion of this agreement in the event this student must not be present for school during the specified time above. Students who successfully complete the prescribed agreement will not lose attendance for the days lost. However, ***failure to complete*** the agreement successfully ***will result in the dates of absence being flagged as Unexcused absences.*** This may have a negative impact on the student's attendance record. Please see the Attendance Policy for further information on this subject.

The teacher will prescribe school work that the student must complete during the absence. It is best if it is also completed during the normal school schedule. ***ALL work must be completed prior to returning to school and returned to office.*** **(Initials).** Once the teacher has reviewed the work for completeness, the student's attendance record will reflect successful completion. **Failure to complete the work will result in the absence being flagged as Unexcused.**

ELA

Math

I have read and understand the terms of this agreement, and agree to all the provisions (Parent Signature agreeing to the short term independent study contract)

Signature _____ Date_____

Administrator

Signature _____ Date _____

Teacher signature _____ Date _____

IF APPLICABLE: I understand that this is a voluntary alternative to suspension per ED Code 48900(v)
(Parent Signature confirming that the alternative to suspension is voluntary)

Signature _____ Date _____

Board Policy #: 113B
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

Independent Study Time

Log Student Name:

Keeping an accurate record of time spent on your child's independent study is critical. Navigator recognizes that families may not evenly distribute student's work assignments over weekdays. However, due to the strict state law requirements for charter school's attendance, Navigator expects students to be engaged in educational activity required of them in the assignment on each weekday that Navigator is in session, and tasks that this "daily engagement" be documented on a daily basis in the student log by the parent/guardian. This should not be read to prohibit schoolwork on weekends and should not be read to dictate the manner in which a family distributes the assignments over the independent study period. Navigator asks that parent/guardian refrain from documenting any "daily engagement" on any educational activity required of them by assignments. By law, work done on weekends or other days when school is NOT in session cannot be used to "make-up" weekdays where no "daily engagement" occurred.

1. Each time your child works on their IS plan, note the date

2. Describe the type of activity for each work period: (a) reading, (b) math, (c) workbook (d) ELA work3. Make sure to sign and date the form on completion of the IS planPlease turn in this form with a packet when IS is done, to make sure attendance is counted.

Date	Start Time	End Time	Activity

Board Policy #: 113B
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

Contrato por Escrito de Estudio Independiente

Nombre del Estudiante	Grado y Maestro	Duración de la ausencia inminente

Este es un Acuerdo de Estudio Independiente entre las Escuelas de Navigator y el estudiante / familia mencionado anteriormente. Es una parte voluntaria del estudiante y su familia, pero las Escuelas de Navigator animan fuertemente la terminación exitosa de este acuerdo en el evento que el estudiante no pueda estar presente en la escuela durante el tiempo especificado arriba. Los estudiantes que cumplan con éxito el acuerdo prescrito no perderán la asistencia por los días perdidos. Sin embargo, s**i *no*** se completa el acuerdo con éxito**, *las fechas de ausencia se marcarán como ausencias injustificadas*.** Esto puede tener un impacto negativo en el registro de asistencia del estudiante. Por favor vea la Política de Asistencia para más información sobre este tema.

El maestro prescribirá el trabajo escolar que el estudiante debe completar durante la ausencia. Lo mejor es que también se complete durante el horario normal de la escuela. ***TODO el trabajo debe ser completado antes de regresar a la escuela y devuelto a la oficina*. (Iniciales).** Una vez que el maestro haya revisado el trabajo para completar, el registro de asistencia del estudiante refleja la finalización exitosa**. *Si no se completa el trabajo, la ausencia será marcada como INJUSTIFICADA* (Iniciales)**

Asignación del Maestro - (Adjunte todos los trabajos a este acuerdo) He leído y entiendo los términos de este acuerdo y estoy de acuerdo con todas las provisiones. Firma del Padre que acepta el contrato del estudio

Firma de Padre _____ Fecha_____

Yo entiendo que esto es una alternativa voluntaria a una suspensión por Codigo de Educación 48900(v)

Firma de Padre _____ Fecha_____

Firmas al recibir el trabajo terminado

Firma de Administrador _____ Fecha_____

Firma del Maestro_____ Fecha_____

Firma del padre al devolver el trabajo _____ Fecha_____

Board Policy #: 113B
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

Registro de tiempo de estudio

independiente Nombre del Estudiante:

Mantener un registro exacto del tiempo dedicado al estudio independiente de su hijo es crítico. Navigator reconoce que las familias no pueden distribuir uniformemente las tareas de los estudiantes durante los días de la semana. Sin embargo, debido a los estrictos requisitos de la ley estatal para la asistencia a las escuelas charter, Navigator espera que los estudiantes participen en la actividad educativa que se requiere en la asignación en cada día de la semana que Navigator está en sesión y tareas que este "compromiso diario" diariamente en el registro del estudiante por el padre / guardián. Esto no debe leerse para prohibir el trabajo escolar los fines de semana y no debe ser leído para dictar la manera en que una familia distribuir las asignaciones durante el período de estudio independiente. Navigator pide que los padres / guardianes se abstengan de documentar cualquier "compromiso diario" en cualquier actividad educativa que se requiera de ellos mediante asignaciones. Por ley, el trabajo realizado los fines de semana u otros días en que la escuela NO está en sesión no puede usarse para "reemplazar días perdido" durante de semana en los que no haya "participación".

1. Cada vez que su hijo trabaje en su plan de Estudio Independiente, anote la fecha y termina; 2. Describa el tipo de actividad para cada período de trabajo: (a) lectura, (b) matemáticas, (c) libro (d) trabajo de ELA; 3. Asegúrese de firmar y poner la fecha al formulario al finalizar el plan Estudio Independiente

Por favor, envíe este formulario a con el paquete cuando termine el Estudio Independiente IS, para asegurarse de que la asistencia se cuenta.

Fecha	Hora que empezó	Hora que termino	Actividad

Board Policy #: 115
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

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

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

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom Navigator does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. Navigator will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. Navigator complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

1) General Counsel; Navigator Schools/Gilroy Prep School, 277 I.O.O.F. Ave., Gilroy CA 95020
2) General Counsel; Navigator Schools/Hollister Prep School, 881 Line St., #200, Hollister CA 95023
3) General Counsel; Navigator Schools/Watsonville Prep School, 407 Main St., 2d, Watsonville CA 95076
4) General Counsel; Navigator Schools/Hayward Collegiate Charter, 166 West Harder Rd., Hayward 94544
5) General Counsel; Navigator Schools/Orange County Prep, 650 San Benito St., Ste. 230, Hollister, CA 95023

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Navigator.

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Navigator is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.

- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

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

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

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:

[1] "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

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a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

3. An act of "Cyber sexual bullying" including, but not limited to:
   a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Navigator's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Navigator investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in Navigator's education program or activity.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Navigator has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

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Navigator advises students:

a. To never share passwords, personal data, or private photos online.
b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
d. To consider how it would feel receiving such comments before making comments about others online.

Navigator informs Charter School employees, students, and parents/guardians of Navigator's policies regarding the use of technology in and out of the classroom. Navigator encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Navigator employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Navigator advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Navigator and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Navigator's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Navigator informs Navigator employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

Navigator annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Navigator employees who have regular interaction with students. Please see: https://www.cde.ca.gov/ls/ss/se/bullyres.asp

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Navigator informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Navigator, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Navigator encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Navigator's students.

Grievance Procedures

1. Scope of Grievance Procedures

Navigator will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed (Navigator to assist if unable to put complaint in writing);
b. 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 discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the Navigator UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Navigator will utilize the following grievance procedures in addition to its UCP when applicable.

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2. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to their or any teacher or counselor, their principal or vice principal, any other staff member, or to:

1) Director of Student Services; Gilroy Prep School, 277 I.O.O.F. Ave., Gilroy CA 95020
2) Director of Student Services; Hollister Prep School, 881 Line St., #200, Hollister CA 95023
3) Director of Student Services; Watsonville Prep, 407 Main St., 2d, Watsonville CA 95076
4) Director of Student Services; Hayward Collegiate, 166 West Harder Rd., Hayward 94544
5) Director of Student Services; Orange County Prep, 650 San Benito St., Ste. 230, Hollister, CA 95023

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Navigator will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer & Superintendent, General Counsel, the Director of Student Services, the Title IX Coordinator, a staff person, or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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

Navigator prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Navigator's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Navigator's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Navigator will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Navigator to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Navigator, the Coordinator (or designee) will promptly initiate an investigation. In the event of a complaint against the Coordinator, the Chief Executive Officer & Superintendent will promptly initiate an investigation. In the event of a complaint against the Chief Executive Officer & Superintendent, the Chair of the Governing Board of Navigator Schools will promptly initiate an investigation. In all cases, a thorough investigation will be conducted within a reasonable time.

At the conclusion of the investigation, the Coordinator (or designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or designee) will not reveal confidential information related to other students or employees.

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For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that Navigator prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - Navigator may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Navigator's policies.
  - Navigator may remove a respondent from Navigator's education program or activity on an emergency basis, in accordance with Navigator's policies, provided that Navigator undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, Navigator may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Navigator offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;

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- The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

▪ Obtain the parties' advance voluntary, written consent to the informal resolution process.

- Navigator will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Navigator shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, Navigator will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in Navigator's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Navigator policy.
  - Navigator may dismiss a formal complaint of sexual harassment if:

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        - The complainant provides a written withdrawal of the complaint to the Coordinator;
        - The respondent is no longer employed or enrolled at Navigator; or
        - The specific circumstances prevent Navigator from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
    - If a formal complaint of sexual harassment or any of the claims therein are dismissed, Navigator will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
    - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
    - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
    - Navigator will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
        - The allegations in the formal complaint of sexual harassment;
        - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
        - The findings of facts supporting the determination;
        - The conclusions about the application of Navigator's code of conduct to the facts;
        - The decision and rationale for each allegation;
        - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
        - The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Navigator or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Navigator in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find Navigator's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of Navigator's decision or resolution, submit a written appeal to Chief Executive Officer & Superintendent. In the event of a complaint against the Chief Executive Officer & Superintendent, the Chair of the Governing Board of Navigator Schools will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

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- The complainant and the respondent shall have the same appeal rights and Navigator will implement appeal procedures equally for both parties.
- Within five (5) business days of Navigator's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from Navigator's dismissal of a formal complaint or any allegations therein, on the following bases:
    - Procedural irregularity that affected the outcome of the matter;
    - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
    - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- Navigator will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

7. Recordkeeping

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

Navigator will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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Board Policy #: 115
Adopted/Ratified: December 12, 2023
Revision Date: September 15, 2025

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

_____

_____

_____

_____

I hereby authorize Navigator 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 that providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____
Signature of Complainant

_____
Print Name

<u>To be completed by the Charter School</u>:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

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ATTENDANCE RECOVERY POLICY

1. Purpose

The purpose of this Attendance Recovery Policy is to provide students with an opportunity to recover lost instructional time due to absences. This program ensures students remain on track academically while enabling the [insert name of the school] to recover instructional minutes for apportionment purposes, in accordance with Education Code § 46211.

2. Eligibility

Students are eligible to participate in attendance recovery for excused and unexcused absences, including chronic absenteeism. Students participating in long term independent study or non-classroom based instruction are not eligible.

3. Recovery Sessions

- Sessions must be voluntary and held outside of the student's regular instructional day (e.g., after school, Saturdays, intersession) with at least one opportunity provided per term.
- Instructional content during recovery must consist of educational activities and content aligned to grade level standards that are substantially equivalent to the student's regular instructional program, which may include one-on-one or small group tutoring.
- Students may make up to 1 days' worth of attendance in a school year, or the number of days they were absent, whichever is less.

4. Documentation

To receive apportionment credit under EC § 46211:

- Attendance must be documented with a daily sign-in sheet, including student name, date, time-in and time-out, and staff signature.
- The documentation must demonstrate the student-to-certificated teacher ratio.
- A record of the absence being recovered must be maintained.
- Participation records will be retained for audit purposes in compliance with California Department of Education (CDE) requirements.

5. Limitations

- A student may not recover more time than was originally lost due to excused absences.
- Attendance recovery cannot be used to supplant regularly scheduled instruction.
- No fees shall be charged to students participating in recovery sessions.

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6. Staffing and Supervision

Recovery sessions must be supervised by certificated staff members qualified to provide instruction or academic support. A student-to-certificated teacher ratio of 10 to 1 for transitional kindergarten and kindergarten or 20 to 1 for grades 1 to 12, inclusive, shall not be exceeded.

7. Program Monitoring

The site principal or designated administrator is responsible for:

- Coordinating session schedules
- Identifying eligible students
- Ensuring compliance with attendance and instructional guidelines

8. Review and Updates

This policy shall be reviewed annually and updated to reflect changes in law, regulations, or School needs.

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Public Records Requests – Public Records Act Compliant

I. Public Records

A. Public Records Defined

Navigator Schools (the "School") provides the public with access to its public records in accordance with legal requirements. Public records are those writings containing information relating to the conduct of the School's business that are prepared, owned, used or retained by the School regardless of physical form or characteristics. Certain public records, however, are exempt from disclosure by express provision of law. These records will not be provided to the public. The School may not deny disclosure of records based on the purpose for which the record is being requested.

B. Records Exempt from Disclosure

Some of the records that are exempt from disclosure include the following categories, this is not an exhaustive list:

- Preliminary drafts, notes or inter/intra-School memoranda that are not retained by the School in the ordinary course of business;
- Records pertaining to pending litigation to which the School is a party or to claims made pursuant to the Government Claims Act (if applicable), until the pending litigation nor claim has been finally adjudicated or otherwise settled.
- Personnel, medical, student records, or similar files;
- The personal email addresses of all employees of a public agency;
- Test questions, scoring keys and other examination data used to administer an examination for employment or academic examination, unless specifically authorized by law;
- The content of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the School relative to the acquisition of property, until all of the property has been acquired;
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege;
- A document prepared by or for the School that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the Schools operations and that is for distribution or consideration in a closed session;
- Trade secrets;
- Computer software developed by the School;

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- Identification numbers, alphanumeric characters or other unique identifying codes that the School uses to identify a vendor or contractor, or an affiliate of a vendor or contractor, unless the identifying code number, alphanumeric character or other unique identifying code is used in a public bidding or an audit involving the School; and

- Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

The School may, in its discretion and as permitted by law, waive the applicable exemption to the records. In this case, the disclosure constitutes a waiver for all requesters of that public record and will be open to inspection by all requesters.

II. Process for Requesting Public Records

A. Requests for Public Records

Any person wishing to inspect the School's public records shall make the request, preferably in writing. The request must reasonably describe an identifiable public record(s) and must be specific and focused.

To the extent reasonable under the circumstances, the School will assist the requester to make a focused and effective request by:

- Assisting the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;

- Describing the information technology and physical location in which the records exist; and

- Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

If the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record(s), the School will not provide further assistance to the requester.

B. Response to Public Records Request

Navigator Schools will, within 10 days[1] of receipt of the request, provide a written response to

[1] The 10 day time limit may be extended by written notice to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. In no event will the extension exceed 14 days. As used in this policy, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request: 1) The need to search for and collect the records from field facilities or other establishments that are separate from the office processing the request; 2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request; 3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the School having substantial subject matter interest therein; or 4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

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the requester of public records. The written response shall contain the following information:

- Notice informing the requester whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the School and the reasons for the determination;
- If the School denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial;
- The date and time when the records will be made available;
- If the request identifies information which is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format;
- If the requester seeks copies of the records, the School may identify a fee covering the direct costs of duplication;
- If the requester seeks copies in electronic format, the School may charge the requester the direct cost of producing a copy of the record in that format. If, in order to comply with these requirements relating to electronic formatted records described below, the School is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals or the request would require data compilation, extraction or programming to produce the record, the School may charge the requester the cost to construct a record, the cost of programming and computer services necessary to produce the record;
- The School may comply with the Public Records Act by posting any public record on its Internet Website, and in response to a request for a public record posted on the Website, direct a member of the public to the location on the Website where the public record is posted. If, however, the member of the public requests a copy of the public record due to the inability to access or reproduce the public record from the Website, the School shall promptly provide a copy of the public record in accordance with this policy; and
- If the School maintains an Internet Website, Webpage or Internet Web Portal, in which the School describes or titles as "open data," and the School voluntarily posts a public record on that Internet Resource, the School shall post the public record in an open format that meets requirements identified in Government Code § 6253.10.

III. Records Inspections or Copies

Time and Place of Inspection: A person who has made a public records request may inspect the records after the date and time identified in the response to the request. Generally, records inspections may take place at Navigator Schools, 650 San Benito St., Ste. 230, Hollister, CA 95023, during regular office hours.

Electronic Formatted Records: If the School has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, and it has been

requested in an electronic format, the School will make that information available in an electronic format. The School will make the information available for inspection in any electronic format in which it holds the information. If the requested format is one that the School uses to create copies for its own use or for provision to other agencies, the School will provide a copy of the electronic record. The School will not, however, provide electronic records in the electronic form in which it is held by the School if its release jeopardizes or compromises the security or integrity of the original record or of any proprietary software in which it is maintained. If the School no longer has the record in electronic format, the School will not reconstruct the record in electronic format.

***Partial Disclosure**:* If the requested records may only partially be disclosed because some are exempt from disclosure, the reasonably segregable portion of the record(s) will be made available for inspection.

Inspection at the School: A requester who inspects a disclosable record at the School has the right to use the School's equipment on the premises, without being charged any fees or costs, to photograph or otherwise copy or reproduce the record in a manner that does not require the equipment to make physical contact with the record, unless the means of copy or reproduction would result in either of the following: 1) Damage to the record; 2) Unauthorized access to the School's computer systems or secured networks by using software, equipment or any other technology capable of accessing, altering, or compromising the agency's electronic records.

The School may impose any reasonable limits on the use of the requester's equipment that are necessary to protect the safety of the records or to prevent the copying of records from being an unreasonable burden to the orderly function of the agency and its employees. The School may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records.

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Navigator Schools
Charting a new course in education

EMPLOYEE HANDBOOK

(09.2025 update)



Improving Our Communities Through Education
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 (08.25 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, traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locs, 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 U.S is authorized by federal law), 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.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation 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 will then 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 well-being of students taking 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 that 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 subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, Navigator will give employees notice of the inspection both 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. This policy is available on Navigator's website.

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 or concern by parents, students, colleagues, or school leaders.

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 reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the leadership team member to investigate and thoroughly report the situation. Employees must also report to leadership 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.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

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.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
(k) Communication with students via an employee's personal accounts such as email and/or social media

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 a 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, traits historically 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 U.S. is authorized by

federal law), 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.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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:

The following examples are not an exhaustive list:

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.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and 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 address all legally required topics, including information about the negative effects that abusive conduct

has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct is 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. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training 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 their School Principal or the People Support Department. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal 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 in 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.

Title IX Notice of Nondiscrimination

Navigator does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at: General Counsel; Navigator Schools, 650 San Benito St., Ste. 230, Hollister, CA 95023

A copy of Navigator's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination.

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 failures, 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 their 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. Otherwise, this policy does not prohibit an employee’s use of cannabis off the job and away from the workplace.

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 Navigator's 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 serious misconduct, subjecting the employee to discipline up to and including immediate termination. Pending the results of the investigation, the employee may be immediately suspended 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

It is the policy of Navigator Schools to prohibit smoking and vaping on all School premises and at off-campus School-sponsored events. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

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.

Nonexempt 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 “nonexempt” 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. Part-time employees will be paid 6 hours for each eligible holiday according to their assigned work calendar.

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.

On-Call Employees

Employees temporarily filling in and fulfilling the responsibilities of an assigned position on an on-call or as needed basis are considered on-call employees. On-call employees may be called in for a short term or long term assignment. On-call employees are not eligible for Navigator health benefits, holiday pay, or vacation time. On-call 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

Nonexempt Work Schedule

The regular workday schedule for full-time nonexempt employees is Monday - Friday, no more than eight (8) hours 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 8:00 AM, the meal period will be provided to start no later than 1:00 PM). 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 8:00 AM 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 PM).

Employees are relieved of all of their duties during meal periods and are allowed to leave the premises. If a supervisor or other staff member attempts to contact an employee during their meal period, the employee shall not respond until after the meal period ends.

Navigator provides meal periods as follows:

Number of Hours Worked in a Work Period	Number of Meal Periods Provided	Comments
0 to ≤ 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 ≤ 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 nonexempt employees for meal periods, and consequently, nonexempt employees must record the start and stop times of their meal periods.

Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or a 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 nonexempt 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 nonexempt 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 nonexempt 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 nonexempt employee who works more than 10 hours in a work period but does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.

**** Nonexempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.**

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, nonexempt employees should not clock out for them.

Responsibilities

Supervisors are responsible for administering their department's meal and rest periods. Any nonexempt 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 a need to express milk. If possible, the lactation break time should run concurrently with the 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 breast milk 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 nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect Navigator's ability to implement its educational program and disrupt consistency in students' learning.

If it is necessary to be absent or late, employees shall 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 shall 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.

Timecards/Records

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

Nonexempt employees must accurately record their hours each day, including the time they begin work, the time they end work, and the time they start and return from meal periods.

Nonexempt employees are solely responsible for ensuring accurate information on their

timecards and remembering to record time worked. If an employee forgets to clock in or out or if there is an error on the timecard, the employee must request a correction by making a note in Paylocity. Only supervisors may make changes and approve timecards. 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.

Nonexempt employees must report all time worked and must not work any time that is not authorized by their supervisors. This means nonexempt 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 timecard 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 the 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 email 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 the 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, justify 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 stewards of Navigator resources by seeking out the lowest rates 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., TikTok, Facebook, Instagram, Snapchat, 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 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 personal hygiene.

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

The following list provides a general overview of appropriate attire. No dress code can cover all contingencies, so employees must exercise a certain amount of judgment in their choice of clothing for 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 team.

Slacks, Pants, and Shorts

Slacks, dress pants, or jeans are acceptable. Shorts (cut no more than 2” above the knee) are also acceptable. Inappropriate pants and shorts 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, sleeveless shirts, sweaters, 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 or crop 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

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.

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 oneself 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 Coverings

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 traditions 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 workdays are at the discretion of the site or Support Office leader.

Clothing that reveals underwear, cleavage, back, more than ½ thigh, or stomach is not appropriate for work. If clothing fails to meet these standards, as determined by leadership or 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 but 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 period of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities and the welfare of employees depend 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 to their school office within 24 hours if their ID badge is lost 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 is 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 Navigator's policy that accident prevention is 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 establish and require the use of safe practices at all

times.

Failure to comply with or enforce Navigator's 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 the 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

5. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by the School.

6. Any voluntary contribution made by the employee to their 403(b) plan

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

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. Nonexempt 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 nonexempt 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 in writing by the employee's Principal or supervisor. Working overtime without prior authorization may result in disciplinary action.

Navigator provides compensation for all overtime hours worked by nonexempt 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 8:00 AM and ends 24 consecutive hours later. The workweek begins at 8:00 AM on Mondays and ends at 5:00 PM on Fridays.

Payroll Information

Paydays are scheduled bi-weekly and 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 RAMP, Navigator's online reimbursement platform. Employees should use a Navigator-provided device or computer to access the application. All employees have received or will receive an email inviting them to RAMP. 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 Finance 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 CFOO.

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 costs 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 detailed list of items ordered. Submitting only the payment receipt will not be approved and is 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.

Miscellaneous supplies, software, and computer hardware should be purchased through the appropriate department and not included on employee expense reports. The Accounting & Finance Supervisor must approve exceptions.

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 meals 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, and conventions are reimbursable if approved in accordance with outside training, seminars, and 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. Employee contributions vary based on the plan selected, demographics, and whether the employee's spouse, domestic partner, and/or dependents are covered. Please refer to the separate Navigator Benefits Summary for more information. Health benefits eligibility begins on the first of the month following the hire date. To ensure the activation of your benefits, you are responsible for completing the required enrollment process within the time period assigned by People Support. If you have questions or need assistance, please contact People Support.

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 may also 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 them 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, are 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.

Supervisors will periodically review employee job performance to establish goals for future performance and 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. Full time employees will be compensated 8 hours of holiday pay and part time employees will be compensated for 6 hours of holiday pay.

Unpaid Leave of Absence

Navigator Schools recognizes that special situations may arise where an employee must temporarily leave their job. 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 workers' compensation leave of absence, provided the employee pays the appropriate premiums. Whether employees are required to pay the total premiums will depend on 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

When well, it is essential employees arrive at work on time every day. To help prevent loss of earnings that may be caused by accident or illness, 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 qualifying acts of violence, including but not limited to domestic violence, sexual assault, or stalking committed against themselves or a family member. Sick time may only be used for the purposes specified in this policy.

If 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.

Personal Time

Employees may use a portion of their sick time annually for purposes of personal time.

Full time employees may use up to 24 hours, and part time employees may use up to 8 hours, of sick time for personal time, which includes death or serious illness of an employee's family (in addition to bereavement), an accident involving an employee's person or property, or the person or property of a member of an employees' immediate family, appearance in court as a litigant, or as a witness under official order, adoption or birth of a child, and business matters which cannot reasonably be conducted outside the workday.

Medical certification will not be requested for personal time. If an employee exhausts all sick time, personal time will be used for sick. Employees must exhaust all sick and personal time before taking unpaid time off. Sick and personal time are not vacation and are not paid out upon separation from employment.

Provision and Use of Sick Time

Sick time is provided based upon hours worked, and carries over year-to-year, per the limits outlined below.

Hours Worked Per Week	Sick Time Per Year	Amount of Sick Which May Be Used For Personal	Carryover and Annual Use Limit
1-29.9 hours	48 hours	8 hours (year 1) 14 hours (year 2+)	72 hours
30-40 hours	80 hours	24 hours (year 1) 40 hours (year 2+)	120 hours

Medical verification will be required for the use of all sick time in excess of the amount provided to the employee annually.

Employees must follow the time off request procedures set by the site leadership or supervisor and notify the designated parties the need to take sick and personal 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. Sick hours may not be used to receive pay for non-work days.

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.

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

No cap on sick time accrual exists for STRS eligible employees. All unused sick time that remains at teh end of each school year will be credited to the STRS sick time account and transferred to a subsequent public school employer, if accepted, or reported to STRS for service credit upon retirement.

Vacation Time

Employees on the Custodial and Support Office calendars, and full time employees on the Mascot Club calendar, will be allotted vacation time, as noted in the charts 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

Mascot Club Calendar (full time only)

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

Support Office Calendar

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

Full time employees on the Custodial, Support Office, and Mascot Club calendars will use a minimum of 40 vacation hours within an assigned calendar work year. Employees have the option to roll over up to 40 hours and/or choose to be paid for unused vacation 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/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by Navigator a total of at least twelve (12) months, worked at least 1250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the

School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA 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 each will be entitled to separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

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)

    - A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

    - "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

    - "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

    - "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

4. 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 additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.

5. 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. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave That May Be Taken

1. FMLA/CFRA leave can be taken in one (1) 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/CFRA 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 may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA 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/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA 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 or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA 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. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA

leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member 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/CFRA leave.

3. If an employee has exhausted their sick time, time taken under FMLA/CFRA shall be unpaid leave.

4. The receipt of sick time pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA/CFRA leave. Sick pay accrued during any period of unpaid FMLA or CFRA 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/CFRA 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/CFRA leave is granted, Navigator will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

Navigator may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA 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/CFRA 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/CFRA leave or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA/CFRA leave remains an employee, and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA 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/CFRA 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/CFRA Leave

1. An employee should request FMLA/CFRA 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/CFRA 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 qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA 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/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, 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/CFRA 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/CFRA 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/CFRA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA/CFRA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA/CFRA leave request is granted, Navigator will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA 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/CFRA leave period, an employee 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/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an 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/CFRA 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.

Employment During Leave

No employee, including employees on FMLA/CFRA 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 per pregnancy, 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.

Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave may use accrued sick time, up to 20 days, and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

2. The receipt of vacation pay, sick time pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Vacation and sick time accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

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 the 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 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. Recertifications are 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 intermittent leave or leave on a reduced leave schedule leave that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodate recurring periods of leave than the employee's regular position.

6. Navigator will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Navigator will notify the employee in writing, and 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 had 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
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 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 an employee suffers a job-related injury, Navigator's policy may require drug/alcohol testing along with any medical treatment provided.

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 or the Federal Emergency Management Agency ("FEMA") reserves who deploy to major disaster sites in accordance with the Uniformed Services Employment and Re-employment 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 as wage replacement during time served, provided vacation time off was accrued prior to the leave.

Except for employees serving in the National Guard, 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. For those employees serving in the National Guard, if they left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to the School, 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. 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) paid days per work year calendar 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.

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, or first cousin.

If more than five (5) days may be needed (e.g., if 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. At its discretion, Navigator may request documentation to verify the need for bereavement leave.

Jury Duty or Witness Leave

All nonexempt 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 (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care facility provider, up to forty (40) hours of unpaid time off 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 or child care. If more than one (1) parent or guardian is an employee of Navigator, the employee who first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where Navigator requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced 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 employee's presence.

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) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) work days off in a twelve (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 he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of sick days available, the leave will otherwise 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 with one (1) of the following certifications upon returning 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 the Principal and the People Support Department thirty (30) days' notice before returning from a leave. Whenever Navigator is notified of an employee's intent to return from leave, Navigator will attempt to place the employee in their 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 employees need further information regarding Leaves of Absence, they should 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 Navigator employees; 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 the 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 contributions, and distributing literature, written or printed matter is strictly prohibited on School property by non-employees and 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 timecards
10. Recording the timecard, when applicable, of another employee or permitting or arranging for another employee to record the timecard
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 the 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
29. Unprofessional conduct.
30. Allowing a visitor onto campus without prior authorization and without the appropriate clearances
31. Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing
32. Failure to adequately supervise students

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 Navigator employees 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. Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

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 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: The 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.

1. 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.

2. The CEO's (or designees) decision regarding the complaint shall be final unless it is appealed to the Board of Directors of Navigator Schools. The Board of Directors' decision 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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the Principal or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

Navigator Schools will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School 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 offender.

In signing this form below, you authorize the School 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 the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. 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 believe harassed, or discriminated or retaliated against, you or someone else:

_____

_____

List any witnesses that were present:

_____

_____

Where did the incident(s) occur?

_____

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

_____

_____

_____

_____

_____

_____

_____

_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School 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.

_____ Date: _____

Signature of Complainant

_____

Print Name

To Be Completed by School:

Received by:_____ Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s):_____

Name of Person(s) you have a complaint against: _____
_____

List any witnesses that were present:
_____
_____

Where did the incident(s) occur?
_____

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

_____
_____
_____
_____
_____
_____

I hereby authorize the School 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.

_____ Date: _____
Signature of Complainant

_____
Print Name

To Be Completed by School:

Received by:_____ Date: _____

APPENDIX C

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

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

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom Navigator does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. Navigator will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. Navigator complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

1) General Counsel; Navigator Schools/Gilroy Prep School, 277 I.O.O.F. Ave., Gilroy CA 95020
2) General Counsel; Navigator Schools/Hollister Prep School, 881 Line St., #200, Hollister CA 95023
3) General Counsel; Navigator Schools/Watsonville Prep School, 407 Main St., 2d, Watsonville CA 95076
4) General Counsel; Navigator Schools/Hayward Collegiate Charter, 166 West Harder Rd., Hayward 94544
5) General Counsel; Navigator Schools/Orange County Prep, 650 San Benito St., Ste. 230, Hollister, CA 95023

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Navigator.

Navigator is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching,
    patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
    - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all- inclusive list of prohibited acts under this Policy.

Prohibited Bullying

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

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

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
    a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
    b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

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[1] “Reasonable student” is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student’s age, or for a person of the student’s age with the student’s exceptional needs.

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3. An act of “Cyber sexual bullying” including, but not limited to:
    a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Navigator’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Navigator investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in Navigator’s education program or activity.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Navigator has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. **Cyberbullying Prevention Procedures**

   Navigator advises students:

   a. To never share passwords, personal data, or private photos online.
   b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
   c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
   d. To consider how it would feel receiving such comments before making comments about others online.

Navigator informs Charter School employees, students, and parents/guardians of Navigator's policies regarding the use of technology in and out of the classroom. Navigator encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. **Education**

   Navigator employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Navigator advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Navigator and encourages students to practice compassion and respect each other.

   Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

   Navigator's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Navigator informs Navigator employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

Navigator annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Navigator employees who have regular interaction with students. Please see: https://www.cde.ca.gov/ls/ss/se/bullyres.asp
Navigator informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Navigator, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Navigator encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Navigator's students.

Grievance Procedures

1. Scope of Grievance Procedures

Navigator will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed (Navigator to assist if unable to put complaint in writing);
b. 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 discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a

duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and

c. Submitted to the Navigator UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Navigator will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to their or any teacher or counselor, their principal or vice principal, any other staff member, or to:

1) Director of Student Services; Gilroy Prep School, 277 I.O.O.F. Ave., Gilroy CA 95020
2) Director of Student Services; Hollister Prep School, 881 Line St., #200, Hollister CA 95023
3) Director of Student Services; Watsonville Prep, 407 Main St., 2d, Watsonville CA 95076
4) Director of Student Services; Hayward Collegiate, 166 West Harder Rd., Hayward 94544
5) Director of Student Services; Orange County Prep, 650 San Benito St., Ste. 230, Hollister, CA 95023

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Navigator will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer & Superintendent, General Counsel, the Director of Student Services, the Title IX Coordinator, a staff person, or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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

Navigator prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

1. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Navigator's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Navigator's educational environment, or deter sexual

harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Navigator will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Navigator to provide the supportive measures.

2. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Navigator, the Coordinator (or designee) will promptly initiate an investigation. In the event of a complaint against the Coordinator, the Chief Executive Officer & Superintendent will promptly initiate an investigation. In the event of a complaint against the Chief Executive Officer & Superintendent, the Chair of the Governing Board of Navigator Schools will promptly initiate an investigation. In all cases, a thorough investigation will be conducted within a reasonable time.

At the conclusion of the investigation, the Coordinator (or designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or designee) will not reveal confidential information related to other students or employees.
For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
    - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
        - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
        - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
        - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
        - A statement that Navigator prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
    - Navigator may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual

harassment grievance process in accordance with Navigator's policies.
    - Navigator may remove a respondent from Navigator's education program or activity on an emergency basis, in accordance with Navigator's policies, provided that Navigator undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
    - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
    - If a formal complaint of sexual harassment is filed, Navigator may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Navigator offers such a process, it will do the following:
        - Provide the parties with advance written notice of:
            - The allegations;
            - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
            - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
            - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
            - Obtain the parties' advance voluntary, written consent to the informal resolution process.
    - Navigator will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process
    - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Navigator shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
    - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
    - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.

- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, Navigator will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in Navigator's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Navigator policy.
  - Navigator may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at Navigator; or
    - The specific circumstances prevent Navigator from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, Navigator will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - Navigator will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of Navigator's code of conduct

to thefacts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

- **Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Navigator or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Navigator in response to a formal complaint of sexual harassment.

- **Right of Appeal**

Should the reporting individual find Navigator's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of Navigator's decision or resolution, submit a written appeal to Chief Executive Officer & Superintendent. In the event of a complaint against the Chief Executive Officer & Superintendent, the Chair of the Governing Board of Navigator Schools will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and Navigator will implement appeal procedures equally for both parties.
- Within five (5) business days of Navigator's written decision or dismissal of the complaint,

  the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from Navigator's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- Navigator will notify the other party in writing when an appeal is filed.

- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

- **Recordkeeping**

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

Navigator will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

_____

_____

_____

_____

I hereby authorize Navigator 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 that providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____

Signature of Complainant

_____

Print Name

To be completed by the Charter School:

Received by: _____ Date:_____

Follow up Meeting with Complainant held on: _____

Navigator Schools
650 San Benito Street, Suite 230
Hollister, CA 95023
www.navigatorschools.org

Navigator Schools Alternatives to Suspension Board Regulation

Alternatives to Suspension

Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or Regional Executive Director or designee determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Education Code § 48900 (see below under grounds for suspension for details) or that the pupil's presence causes a danger to persons [Education Code § 48900.5]. Alternatives to suspension will be age appropriate and designed to address and correct the pupil's specific misbehaviors. At the discretion of an administrator, a student can complete any combination of (but not limited to) the following research based alternatives to suspension listed below:

- **Mini Courses** - Schools develop short, stand alone units or modules on topics related to various types of inappropriate behavior. Module activities may include but are not limited to readings, videos, workbook tasks, tests, research projects and oral reports.
- **Parent Involvement/Supervision -** Parents are invited to help school administrators to provide closer supervision of their children while in school or be more involved with their child's schooling.
- **Alternative Programming -** Changes in a student's schedule, classes, or programs that avoid problem environments or situations, but still permit continued access to curriculum and school. This includes independent study, work experience, alternative location, or other creative programming alternatives.
- **Community Service -** Students are assigned community service tasks, with appropriate supervision inside/outside of school hours.Tasks could include helping in afterschool programs, clean up crews, or working in community.
- **Behavior Contract -** Develop a behavior contract with the student and parent/guardian, which includes specifics about what students will do, what adults will do, and the planned consequence if the behavior contract agreements are not followed.

Definition:

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following [Education Code 48925]

- Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the governing board for students of the same grade level
- Referral to a certificated employee designated by the principal to advise students
- Removal from class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

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Revision Date: September 15, 2025

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.

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

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.

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:

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.

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
- ☐ Career Technical and Technical Education and Training
- ☐ Child Care and Development Programs
- ☐ Consolidated Categorical Aid Programs
- ☐ 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
- ☐ Every Student Succeeds Act
- ☐ Local Control Funding Formula/ Local Control and Accountability Plan
- ☐ Migrant Child Education Programs
- ☐ Regional Occupational Centers and Programs
- ☐ School Plans for School Achievement
- ☐ School Safety Plan
- ☐ State Preschool Programs
- ☐ Pupil Fees
- ☐ Pregnant, Parenting, or Lactating Students

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

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.

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2. Have you discussed your complaint or brought your complaint to any Navigator personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail or email complaint with any relevant documents to the Compliance Officer:

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

Navigator Schools Policy for Addressing Body Shaming

Purpose

The purpose of this policy is to foster a safe, respectful, and inclusive learning environment by preventing and addressing body shaming in all its forms. This policy is designed to protect the mental and emotional well-being of all students and staff, recognizing the profound impact body shaming has on school climate, relationships, and learning.

Policy Statement

Navigator Schools ("Navigator") is committed to cultivating a school environment where every individual, regardless of body size, shape, or appearance, feels valued, accepted, and safe. Body shaming in any form is strictly prohibited. This includes, but is not limited to, unsolicited comments, gestures, or digital communication that mock, stigmatize, or draw attention to an individual's physical appearance.

Scope

This policy applies to all members of each Navigator school community—including students, staff, faculty, administrators, families, and visitors—and in all school settings, including:

- Classrooms and school facilities
- Physical education and athletics
- Extracurricular programs and school events
- Online learning platforms and digital spaces
- Transportation and off-campus school activities

Definition of Body Shaming

Body shaming refers to the unsolicited act of mocking, stigmatizing, or commenting on a person's body or appearance in a manner that is perceived as negative, regardless of the intent. This includes:

- Verbal comments (e.g., teasing, nicknaming, judgmental observations)

- Nonverbal cues (e.g., staring, mimicking, exclusionary behavior)
- Digital content (e.g., memes, social media posts, text messages)
- Self-directed comments on body image expressed publicly
- Comments perceived as compliments that reinforce harmful norms

Body shaming may occur as a one-time event or as part of a repeated behavior and may intersect with bullying, sexual harassment, or other forms of discrimination.

Prevention Strategies

To prevent body shaming and promote a culture of belonging, Navigator will:

- Promote identity-affirming and culturally responsive practices in all classrooms
- Integrate body positivity, body neutrality, and media literacy into health and wellness education
- Ensure fair and inclusive implementation of dress codes and PE assessments
- Elevate student voice through youth-led initiatives and advisory groups
- Create visible campaigns and messaging that promote respect for all bodies

Professional Development

Ongoing professional learning for all staff will include:

- Understanding the signs, impacts, and systemic roots of body shaming
- Intervening in harmful behaviors in real time
- Modeling inclusive language and respectful engagement
- Practicing trauma-informed, healing-centered, and restorative approaches
- Engaging in reflective practices related to personal bias and self-awareness
- Specific training for PE, health, and counseling staff

Response Protocols

Navigator will:

- Provide confidential, accessible reporting systems for students and staff
- Use restorative, non-punitive responses to address incidents
- Convene response teams that include student support personnel

- Notify parents/guardians and offer appropriate support when incidents occur
- Track and review data on incidents to inform policy refinement
- Regularly review the policy with input from students, staff, and families

Student Supports and Resources

- School-based mental health professionals will offer counseling and peer support spaces
- Educators will facilitate small group conversations and guided discussions on body image
- Students will have access to lesson plans, peer mentoring programs, and awareness campaigns
- Empowerment clubs and youth leadership groups will be supported and resourced
- Staff will receive guidance on making referrals for students impacted by body shaming

Family and Community Engagement

Navigator will:

- Provide workshops, resources, and guides for families on body image and respectful communication
- Partner with local organizations to offer culturally responsive support and training
- Include body shaming in school climate surveys and use findings to drive change
- Invite community input into regular policy reviews and improvements

Monitoring and Evaluation

The policy will be reviewed annually in collaboration with school climate teams, student leaders, and parent or caregiver groups. Updates will be based on:

- Data on reported incidents and outcomes
- Feedback from school surveys and focus groups
- Emerging research and best practices

- Legal or regulatory updates

Communication and Accessibility

This policy will be:

- Included in student handbooks
- Posted on the school's website and shared through family communication channels
- Discussed during orientation, staff meetings, and student assemblies
- Made available in multiple languages and accessible formats as needed

Sunbelt

Client Services Agreement
For Charter Schools and Non-Public Schools or Districts

Sunbelt Staffing, LLC (hereafter referred to as "Sunbelt") and Navigator Schools District, a charter school, whether public or private, or a non-public school or district, whose location is 650 San Benito St. Suite 230, Hollister, CA 95023 (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.
Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.
The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.
Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.
Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Employer's Liability - $1,000,000.
Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
Professional Liability of $1,000,000 per occurrence and $3,000,000 aggregate.
Sexual Abuse and Molestation - $1,000,000 per occurrence and $3,000,000 aggregate.

5. Competency and Licensing.
Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.
Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client

Sunbelt

acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.
Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through Sunbelt. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.

8. Equal Opportunity.
It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Professional Fees.
Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Sunbelt pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Sunbelt will bill Client at one and one-half times the regular bill rate for all hours Sunbelt is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked. Client contract with a Consultant requiring relocation, Client will pay a one-time fee of four hundred dollars ($400.00) to cover travel and relocation expenses for each Consultant assigned to Client facility(ies).

10. Deposit and Payment Terms.
Client will be billed for a deposit per Consultant in the amount equal to one (1) month's billings or Five Thousand dollars ($5,000) whichever is greater that will be due and payable five (5) business days prior to the scheduled first day of work by the assigned Consultant. At the conclusion of the Consultant(s)'s assignment(s), including any extensions, the deposit shall be applied to any remaining invoices or returned to the client if all invoices are paid in full. Public funding sources do not waive the requirement for deposit.

Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Timekeeping and Invoicing.
Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Sunbelt's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Sunbelt will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Sunbelt of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

12. Administrative Responsibilities.
Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by

Sunbelt

Client's assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

13. Limitation of Liability.
NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

14. Incident and Error Tracking.
Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

16. Termination of Contracted Assignment with Cause.
Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

17. Termination of Contracted Assignment without Cause.
Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

Sunbelt

18. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

19. Paid Sick Leave.
For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

20. Unscheduled Facility Closure Policy.
Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

21. Multiple Locations.
If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

22. Issue Resolution.
In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager by calling 800-659-1522 or emailing info@sunbeltstaffing.com.

23. Indemnification.
To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

24. Confidentiality.
Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an

injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

25. Family Education Rights and Privacy Act.
Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

26. State Retirement System Notice.
Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

27. Conflicts of Interest.
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Notices.
All notices required to be given in writing will be sent to the names/addresses listed below.

Sunbelt Staffing LLC	***To Client***
Contract Department 501 Brooker Creek Blvd Suite A-400 Oldsmar, FL 34677 contractnotices@sunbeltstaffing.com	Client: Navigator Schools District Address: 650 San Benito St. Suite 230, Hollister, CA 95023

29. Survival.
The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

30. Termination of Agreement.
Either party may terminate this Agreement for any reason with sixty (60) days written notice. Any deposit or balance of deposit on account for Client will be refunded after all outstanding invoices are satisfied.

30. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

31. Modification of Agreement.
This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

32. Entire Agreement.
This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***.

Client ID – CLIENT NAME

350530-Navigator Schools District

Tina Hill 08/10/2023

Client Representative Signature Date

Tina Hill

Print Name

Director of Student Services

Title

Sunbelt Staffing, LLC

Christopher Acevedo

Christopher Acevedo
Division Director
August 11, 2023 12:57 UTC
IP: 38.140.226.242

Sunbelt

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Sunbelt Staffing, LLC ("Sunbelt" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Sunbelt for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Joslin Johnson		
Client:	Navigator Schools District		
Assignment Start Date:	08/19/2025	**Assignment End Date:**	05/29/2026
Position:	Tele - SLP		
Hours per Week:	15.0		
Bill Rate per Hour	$112.50	*Bill Rate is all-inclusive*[(a)]	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	N/A		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees to approve Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Sunbelt in writing within three (3) business days of alleged failure. Client's failure to notify Sunbelt in writing within the three (3) day period shall negate any Client invoicing dispute.

c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof

d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 350530-Navigator Schools District

Print Name: _____

Title: _____

Date: _____

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Sunbelt

Additional Terms and Conditions
VocoVision Equipment Policies

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
   (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
   (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
   (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
   (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
   (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
e) Complies with state and federal regulations to maintain student privacy and security.
f) Facilitates behavior management strategies in students as appropriate.
g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

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AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2025, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and NAVIGATOR SCHOOLS, hereinafter referred to as "Navigator."

II. RECITALS; PURPOSE; MATTERS

Navigator desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on Navigator's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to Navigator, including representation in administrative and court proceedings, as requested by Navigator. The place and time for such services are to be designated by the Superintendent of Navigator or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2025, through June 30, 2026. For the period July 1, 2025, through June 30, 2026, Navigator hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$360.00
Partners/Senior Counsel	$340.00
Senior Associates	$320.00
Associates	$310.00
Non-Legal Consultants	$220.00
Senior Paralegals/Law Clerks	$205.00
Paralegals/Legal Assistants	$190.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by Navigator.

B. In addition, Navigator hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging Navigator for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to Navigator or while providing legal services at Navigator, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of Navigator; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Navigator with the Superintendent's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of Navigator in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from Navigator, experts or consultants for the benefit of Navigator, rather than Navigator contracting directly with any expert or consultant, it is agreed that Navigator shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of Navigator.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Navigator on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from Navigator by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of Navigator in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. Navigator agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of Navigator's receipt thereof shall be deemed to signify Navigator's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. Navigator agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of Navigator including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent Navigator.

H. Navigator has the right, at any time, and either with or without good cause, to discharge the Law Firm as Navigator's attorneys. In the event of such a discharge of the Law Firm by Navigator, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from Navigator shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of Navigator upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for Navigator;

3. Upon the failure of Navigator to perform any of Navigator's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of Navigator to perform any of Navigator's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of Navigator.

J. In the event that the Law Firm ceases to perform legal services for Navigator as hereinabove provided, Navigator agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, Navigator agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, Navigator will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Navigator.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, Title IX, and appellate law, Navigator agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform Navigator of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for Navigator is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration

or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for Navigator, Navigator agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

Navigator acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide Navigator with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to Navigator, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. Navigator acknowledges that it is often in the best interest of Navigator for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of Navigator hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. CONFLICTS

In undertaking representation, the Law Firm has noted that the Law Firm represents many school districts in California. As a result, there is a possibility of conflict with other clients, present or future, where they may ask for the Law Firm to take a position that is adverse to Navigator's. While, as a matter of good professional and business relations, the Law Firm often declines such representation, Navigator understands and agrees that the Law Firm will be under no restrictions during the course of its representation of Navigator or thereafter, to represent any existing or future clients in any matter, including without limitation the prosecution or defense of litigation in which such clients are or may be adverse to Navigator, provided that such matter is not specifically related to the matter in which the Law Firm is representing Navigator and does not require the Law Firm to use confidential information that the Law Firm acquired from Navigator while working on its behalf.

In this regard, attached hereto as Attachment "A" is a Waiver of Future Conflicts to be signed by Navigator signifying Navigator's acceptance and consent to the terms and conditions set forth therein relating to such potential conflicts.

VIII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist Navigator in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and

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communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in Navigator's use of these affiliated non-legal consultants, the rules of the State Bar of California require that Navigator provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. Navigator is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to Navigator outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

IX. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send Navigator periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help Navigator with daily legal concerns. The Law Firm will send those and other additional service notices to Navigator via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep Navigator administrators apprised of important legal changes. By execution of this Agreement, Public and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

X. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, Navigator agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage for Navigator and to tender legal matters to any appropriate insurance companies that may insure it. If Navigator desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between Navigator and the Law Firm to that effect will be required.

XI. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XII. DURATION

This Agreement shall be effective July 1, 2025, through June 30, 2026, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

XIII. EXECUTION DATE

This Agreement is entered into this ___ day of July, 2025.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
DAVID A. SOLDANI, Partner

"Navigator"

NAVIGATOR SCHOOLS

Dated: _____ By: _____
Caprice Young, Chief Executive Officer

ATTACHMENT "A"
TO AGREEMENT FOR SPECIAL SERVICES

WAIVER OF FUTURE CONFLICTS

As we have discussed, the Law Firm's ability to represent any and all clients is governed by what are commonly called Rules of Professional Conduct, which include but are not limited to rules regarding conflicts of interest between multiple clients of a law firm or between a law firm and its clients (collectively, "the Conflicts Rules"). Although the Law Firm is not presently aware of a conflict that would be created by its proposed work to be performed for Navigator that would trigger the Conflicts Rules at this time, the nature and scope of the Law Firm's work for its School District Clients may give rise to conflicts of interest in the future. How the Law Firm proposes to resolve future conflicts issues is set forth below so that Navigator can decide whether or not to be represented by the Law Firm.

The Law Firm only seeks a waiver for work that is entirely factually and legally unrelated to the work being performed for Navigator. Thus, the Law Firm ***does not*** request a waiver that would allow it:

- at any time, to attack the work that the Law Firm performs for Navigator;
- at any time, to disclose or use adversely to Navigator, or to place itself in a position to disclose or use, any confidential and nonpublic information of Navigator's; or
- at any time, to allow lawyers or non-lawyer staff who work for Navigator to simultaneously to work adversely to Navigator.

Outside of these limitations, the Law Firm is and will remain free to represent its School District Clients adversely to Navigator. In other words, the Law Firm may represent a School District Client in charter renewal negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to Navigator.

Although Navigator may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Law Firm prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, Navigator must consent to the Law Firm's withdrawal from Navigator's matters if withdrawal is necessary for the Law Firm to continue representing a School District Client in litigation adverse to Navigator before any tribunal. If the Law Firm does withdraw from a matter, however, it will assist Navigator in transferring the matter to other counsel of Navigator's choice and will not bill Navigator for legal fees, expenses, or other charges arising from the need to assist successor counsel in coming up to speed. As you know, the Law Firm has discussed this conflict waiver and its potential implications with Navigator and we strongly urge Navigator not to agree to this waiver if Navigator has any unanswered or unaddressed reservations or concerns. The Law Firm also insists that Navigator discuss this waiver with independent legal counsel of Navigator's choice before you sign it.

As the Law Firm has already explained, there are questions Navigator should address before a decision to waive future conflicts is made:

- Is there a material risk of adverse disclosure or use of confidential client information?
- Is there a material risk that the Law Firm will be less zealous or eager when representing Navigator because of other adverse representations?
- Is Navigator ready, willing, and able to live by its commitments in the future?

As to the first two questions, the Law Firm believes that any risk to Navigator is minimal in light of the protections and limitations set forth herein contained in this letter. As to the final question, that is necessarily Navigator's choice and not ours.

ACCEPTANCE AND CONSENT BY CLIENT:

The undersigned is an authorized officer or agent of Navigator and has reviewed and hereby agrees and consents to the above Waiver of Future Conflicts as a condition of Navigator's engagement of the Law Firm.

By: _____ DATED:_____

Coversheet

Beginning of School Year 2025-26

Section: IV. Topical
Item: A. Beginning of School Year 2025-26
Purpose: FYI
Submitted by:
Related Material: Beginning of Year (BOY) 2025-26 Board Report (09.15.25).pdf

Navigator Schools
Charting a new course in education



2025-26
Begining of the year update

But first, CRAZY HAIR DAY!







2024-25 was tough, but 2025-26 is off to a strong start

1) **2024-25 Org-wide Celebrations**
2) **Demographics and Enrollment**
3) **Chronic Absenteeism**
4) **Facilities**
5) **2024-25 Unaudited Actuals Reports**
6) **2024-25 Academic Priority Progress**
7) **2024-25 CAASPP Preliminary Results**
8) **2025-26 Academic Priority**
9) **2024-25 Site Celebrations + BOY Updates from Principals (Principals)**

2025-26 Report: Celebrations

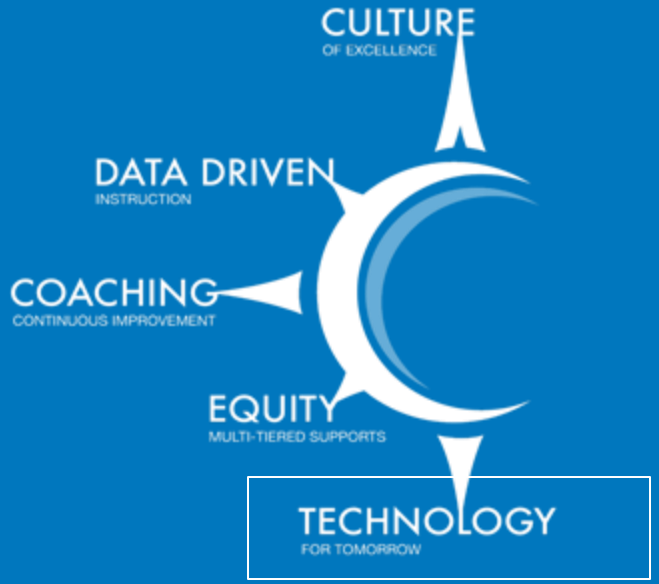
145 Navigator scholars reached new milestones—promoting to middle school and high school across our network!



All Navigator Schools that participated in the Valor program earned certification last year, marking an important step in strengthening our scholars' social-emotional development.



Through the Silicon Schools Fund AI Exploratory Cohort, Navi educators designed innovative AI tools tailored to real classroom needs—showcasing the power of educator-driven innovation.



- Restorative Assignment Generator
- Coaching Dashboard
- Team:
  - Ally Funk
  - Victoria Garcia
  - Nicholas Rharbi



"It was really freeing to just play around with AI and explore use cases," said Daniel Whitlock, who led one development team as a vice principal at Gilroy Prep charter school in Gilroy, Calif. "One of the big benefits of all this AI stuff, is we can now adapt our tech to meet students and staff where they're at versus them having to adapt to a new platform."

Through Navi Impact, we partner with schools across California to bring the Navigator model to more scholars!

2025-26

- **Clovis Global Academy** – Year 2
- **TEAM Charter** – Year 2 + Middle School *Squads*
- *TEAM adopted our coaching dashboard*

2024-25

- **A-Method Public Schools** – 6 campuses in Bay Area
- **Clovis Global Academy** – Clovis
- **TEAM Charter** – Stockton



We launched with energy and purpose with returning and new staff together for Leadership Week and engaging Navi 101 and 201 sessions, building momentum for the year ahead.



Orange County Department of Education Board voted unanimously to approve the Navigator Schools OC Prep charter!



Approved:
The right to open three clusters of schools serving up to 3,300 students in grades TK through 12 starting next year!

Team:

Justin Steiner, OC Director
Kamille Geneva, Primary Grades Principal
Mariah Butron, High School Principal

Agenda:

- Facilities
- Outreach
- Enrollment
- Staffing
- Partnerships
- Academic Planning with Santiago Canyon College

Demographics & Enrollment

As of 9/11/2025, enrollment has grown from 1,859 to 1,953, but has not yet met our budgeted enrollment target of 2,021

- Outreach continues for TK and the upper grade levels
- Office managers are still making offers to wait listers and new recruits
- HPS enrollment may be capped at the current level due to student needs
- Budgets will be adjusted to the final enrollment levels as of October 1, 2025

Grade	Gilroy Prep School	Hayward Collegiate	Hollister Prep School	Watsonville Prep School	Grand Total
1	64	30	62	55	211
2	63	29	62	60	214
3	64	30	63	58	215
4	64	32	64	59	219
5	64	32	64	52	212
6	64	29	64	54	211
7	62		60	51	173
8	62		61	55	178
KN	64	30	63	55	212
TK	40	31		37	108
Grand T	**611**	**243**	**563**	**536**	**1953**

Gilroy Prep School class sizes have increased from 30 to 32

Gilroy Prep School serves a total of **612 scholars** with diverse racial and ethnic backgrounds, with the majority identifying as Hispanic/Latino.

2024-25

47% are Socioeconomically Disadvantaged.

12% require special education services.

*The numbers in this and the following three charts are slightly lower than the previous chart because they were pulled a few days earlier and enrollment increase over that time.

Grade	Hispanic/ Latino	Asian	Black or African American	White	Other	Total
TK	62%	30%	0%	5%	2%	40
K	77%	14%	3%	6%	0%	64
01	64%	22%	0%	8%	5%	64
02	66%	9%	3%	16%	5%	64
03	65%	23%	3%	17%	0%	64
04	69%	11%	2%	12%	6%	64
05	70%	14%	3%	8%	3%	64
06	75%	16%	0%	9%	0%	64
07	60%	10%	5%	18%	7%	62
08	69%	15%	3%	8%	3%	62

Hayward Collegiate increased the TK capacity to 40

Hayward Collegiate serves a total of **241 scholars**, with Hispanic/Latino students making up the largest group.

2024-25

55% are Socioeconomically Disadvantaged.

6% require special education services.

Grade	Hispanic/Latino	Asian	Black or African American	White	Other	Total
TK	35%	16%	16%	3%	26%	31
K	47%	20%	13%	3%	17%	30
01	63%	13%	10%	0%	10%	30
02	55%	17%	7%	0%	21%	29
03	86%	4%	4%	0%	7%	28
04	59%	3%	16%	0%	13%	32
05	72%	6%	9%	0%	13%	32
06	66%	3%	17%	3%	7%	29

Hollister Prep School's special education population will reach nearly 20% this year.

Hollister Prep School serves a total of **564 scholars**, the majority identifying as Hispanic/Latino.

2024-25

49% are Socioeconomically Disadvantaged.

17% require special education services.

Grade	Hispanic/Latino	Asian	Black or African American	White	Other	Total
K	86%	2%	0%	8%	3%	64
01	84%	3%	0%	10%	3%	62
02	84%	2%	2%	11%	2%	63
03	83%	5%	2%	8%	3%	63
04	96%	2%	0%	2%	2%	64
05	91%	3%	0%	5%	2%	64
06	92%	2%	0%	6%	0%	63
07	83%	7%	2%	5%	3%	60
08	90%	0%	0%	7%	3%	61

Watsonville Prep School adds its first eighth grade class this year!

Watsonville Prep School serves a total of **531 scholars**, the majority identifying as Hispanic/Latino.

24-25

78% are Socioeconomically Disadvantaged.

12% require special education services.

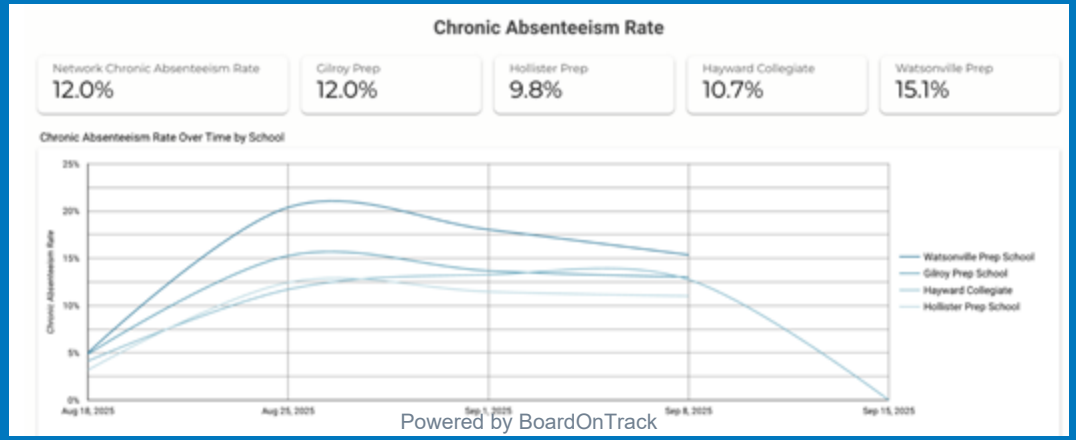
Grade	Hispanic/ Latino	Asian	Black or African American	White	Other	Total
TK	95%	0%	0%	5%	0%	37
K	94%	0%	0%	4%	2%	54
01	98%	2%	0%	0%	0%	54
02	95%	3%	0%	2%	0%	60
03	93%	5%	0%	0%	2%	58
04	100%	0%	0%	0%	0%	58
05	100%	0%	0%	0%	0%	51
06	96%	4%	0%	0%	0%	53
07	98%	0%	0%	2%	0%	51
08	95%	0%	2%	0%	4%	55

Chronic Absenteeism

Chronic absenteeism dramatically improved at WPS, and we have to remain vigilant in all schools

	GPS	HC	HPS	WPS
2022-23	23.9	9.9	21.1	24.6
2023-24	11.0	11.8	11.3	23.7
2024-25 (Preliminary)	14.0	15.1	11.1	17.0

2025-26 so far





Facilities

Gilroy Prep's playground was completed
Next: Shade structures

Status as of 9/10/2025

- 6 portable buildings & a full playground redesign were installed
- Project costs: $7.1M
- Funded by:
  - Prop 51 $4,680,520 (50/50 grant/loan)
  - Navi equity $2,419,480 (cash plus line of credit)
- Next project is to install shade structures. The cost is $230k, pending the award of a CSFIG (Charter School Facilities Incentive Grant). Expected award notice by/around Oct 30th
- We are seeking long-term financing for the equity portion of the project
- Our advisory team is assisting in the development of a long-term facilities strategy

Gilroy Prep Pictures









Hayward Collegiate portables are in
Next: New playground

Status as of 9/10/2025

- 3 portable buildings and a playground design (play yard stripping) were installed.
- Project cost: $3.6M
- Funded by:
  - Navi equity (cash plus line of credit)
  - Next project is to install a new playground. The cost is $750k, pending the award of a CSFIG (Charter School Facilities Incentive Grant). Expected award notice by/around Oct 30th
- Play structure project is estimated at $300k if the CSFIG grant is not awarded
- We are seeking long-term financing for the project cost
- Our advisory team is assisting in the development of a long-term facilities strategy

Hayward Collegiate Pictures



















Hollister Prep remains co-located with RO Hardin, but the Kmart site CUP is in progress, anticipated in November 2025



Projected cost: $30m
(our share $17m)

Kmart (Potential Site)

HPS



Watsonville Prep's middle school building (phase 1) opened ontime! Next: Playground and phase 2

Status as of 9/10/2025

- Fully renovated first floor of the adjacent building located at 18 W. Beach St, First Floor.
- Created 6 classrooms (grades 6-8), café/gym, server, staff lounge, offices and community engagement/SPED rooms
- Project costs: $2.5M
- Funded by: Navi equity (cash plus line of credit)
- We are seeking long-term financing for the project cost
- Our advisory team is assisting in the development of a long-term facilities strategy

Watsonville Prep’s middle school building slideshow



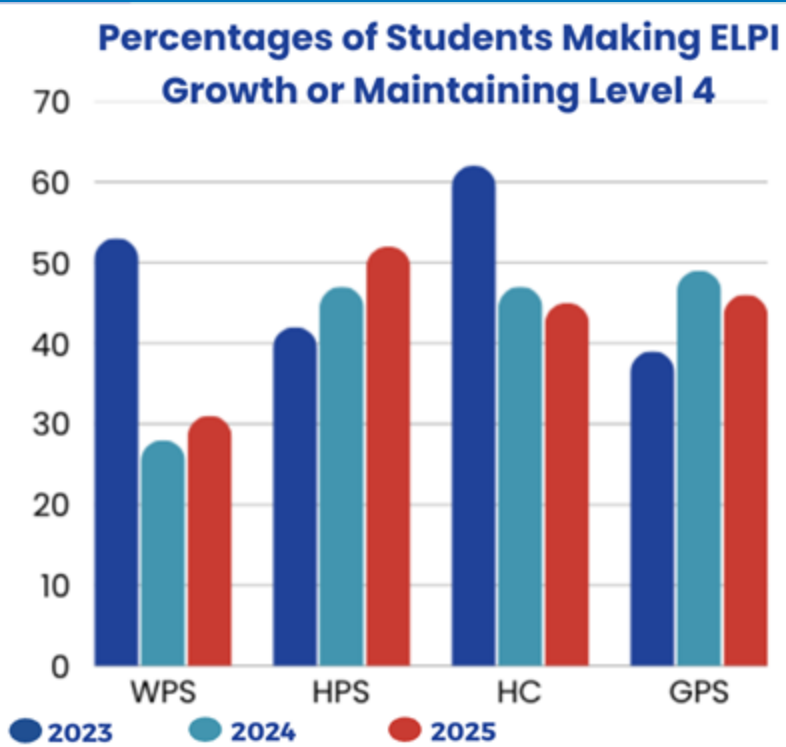
2024-25 Unaudited Actuals Reports

Our 2024-25 UARs are summarized below (and attached)

	GPS	HC	HPS	WPS
Revenues	*11,363,953.23*	*3,949,135.96*	*8,059,141.31*	*11,297,480.06*
Expenditures	9,673,142.54	*5,138,091.75*	*8,872,664.75*	*11,041,357.88*
Increase (Decrease) in Fund Balance	*1,690,810.69*	*(1,188,955.79)*	*(813,523.44)*	*256,122.18*
Adjusted Beginning Fund Balance	2,530,864.95	*782,743.67*	*2,924,611.03*	*787,656.32*
Year's End Fund Balance	4,221,675.64	*(406,212.12)*	*2,111,087.59*	*1,043,778.50*
Net Investment in Capital Assets	*6,437,251.19*	*1,829,124.36*	*97,862.26*	*563,749.12*
Total Assets	*7,664,859.52*	*8,883,994.25*	*2,830,367.11*	*26,759,056.61*
Total Liabilities	*3,443,183.88*	*9,290,206.37*	*719,279.52*	*25,715,278.11*
Net Position	*$4,221,675.64*	*($406,212.12)*	*$2,111,087.59*	*$1,043,778.50*

2024-45 WIG Progress: Multilingual Learners (MLL)

Our MLL redesignation rates and progress on the ELPAC were mixed



PERCENT OF MLLS QUALIFYING TO REDESIGNATE

2025

WPS	HPS	GPS	HC
14%	18%	12%	10%

PERCENT OF MLLS QUALIFYING TO REDESIGNATE

2024

WPS	HPS	GPS	HC
21%	19%	22%	29%

PROJECTIONS OF ELPI STATUS ON CA DASHBOARD:

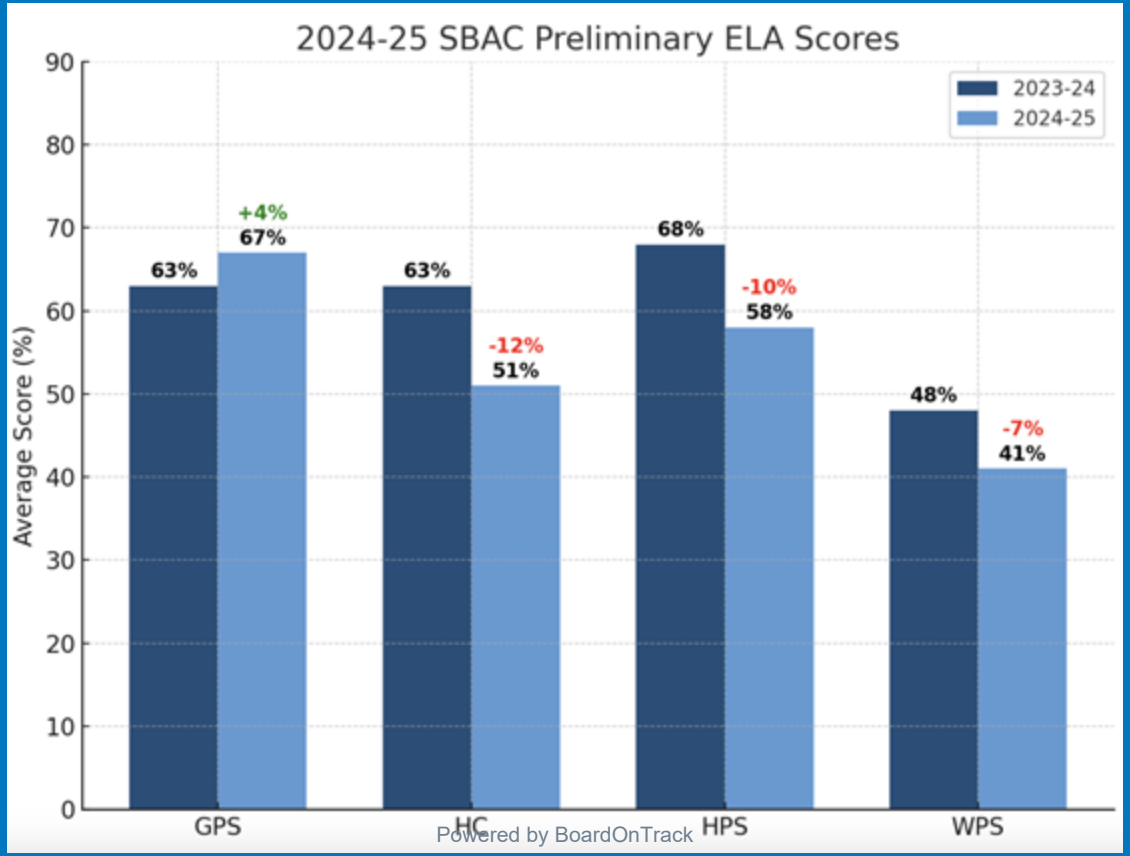
WPS: 2025- YELLOW 2024- RED
HPS: 2025- GREEN 2024- GREEN
GPS: 2025- ORANGE 2024- GREEN
HC: 2025- ORANGE 2024- NO COLOR (DUE TO # OF MLLS)

We are continuing our focus on MLLs in 2025-26

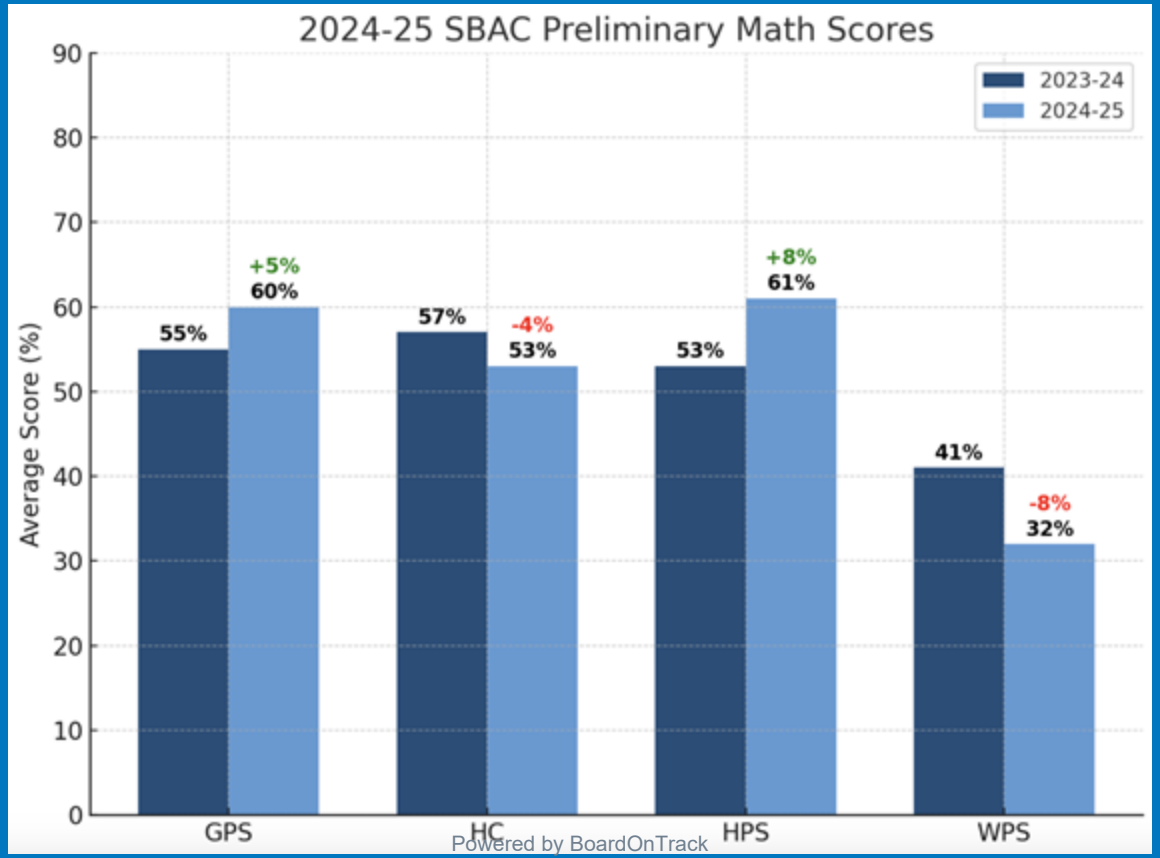
- Integrated ELD: Teachers in Humanities and STEM will engage in ongoing professional development focused on high-leverage practices, with a special emphasis on strengthening reading and writing skills.
- Family Engagement: Families will receive more frequent outreach, including SBAC-specific sessions and individualized support for students needing targeted help.
- Increased Data Collection: Teachers will use ELD CFUs and formative assessments throughout the year to provide timely insights beyond the annual ELPAC.
- Designated ELD: We are implementing Amplify's ELD program in grades 6–8 and our own Bookworms-aligned ELD program in grades K–5 to closely connect language development with core ELA.

Academic Achievement Year-to-Year (Preliminary)

Gilroy Prep led the schools in ELA

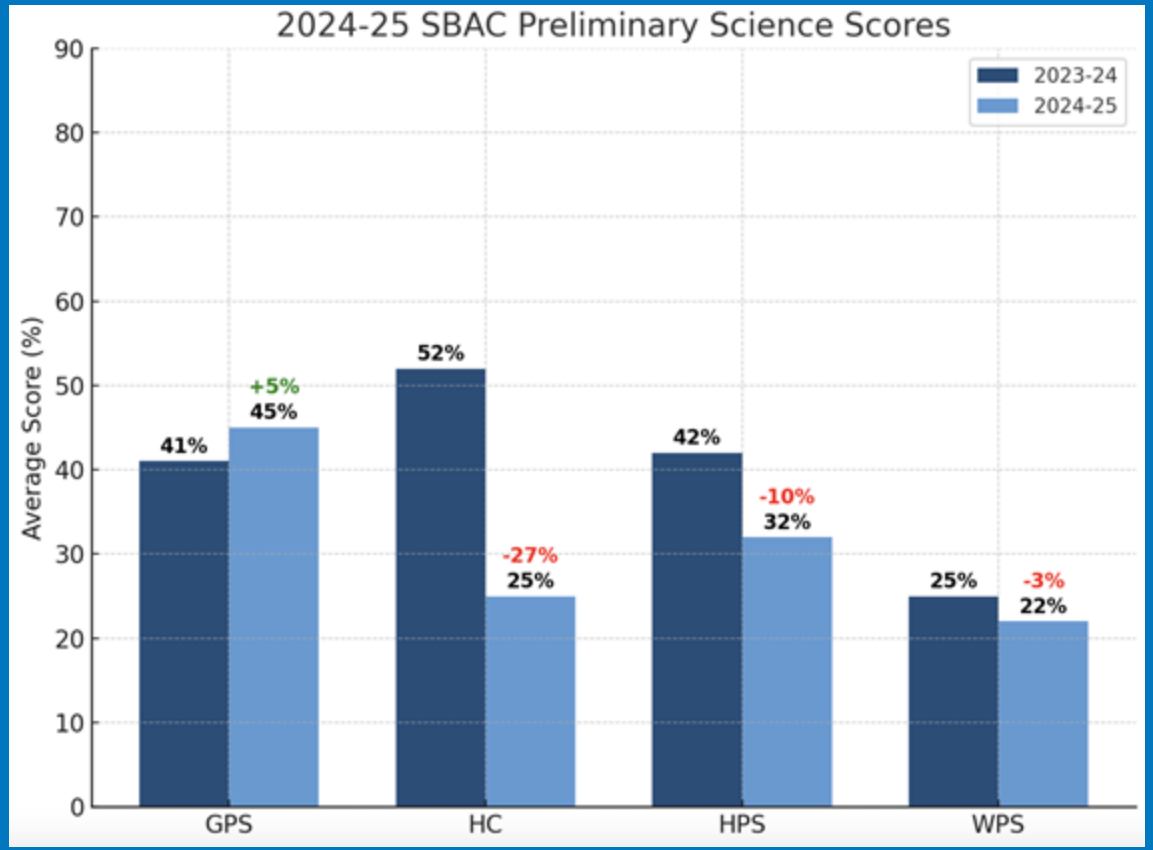


Hollister Prep led the schools in math

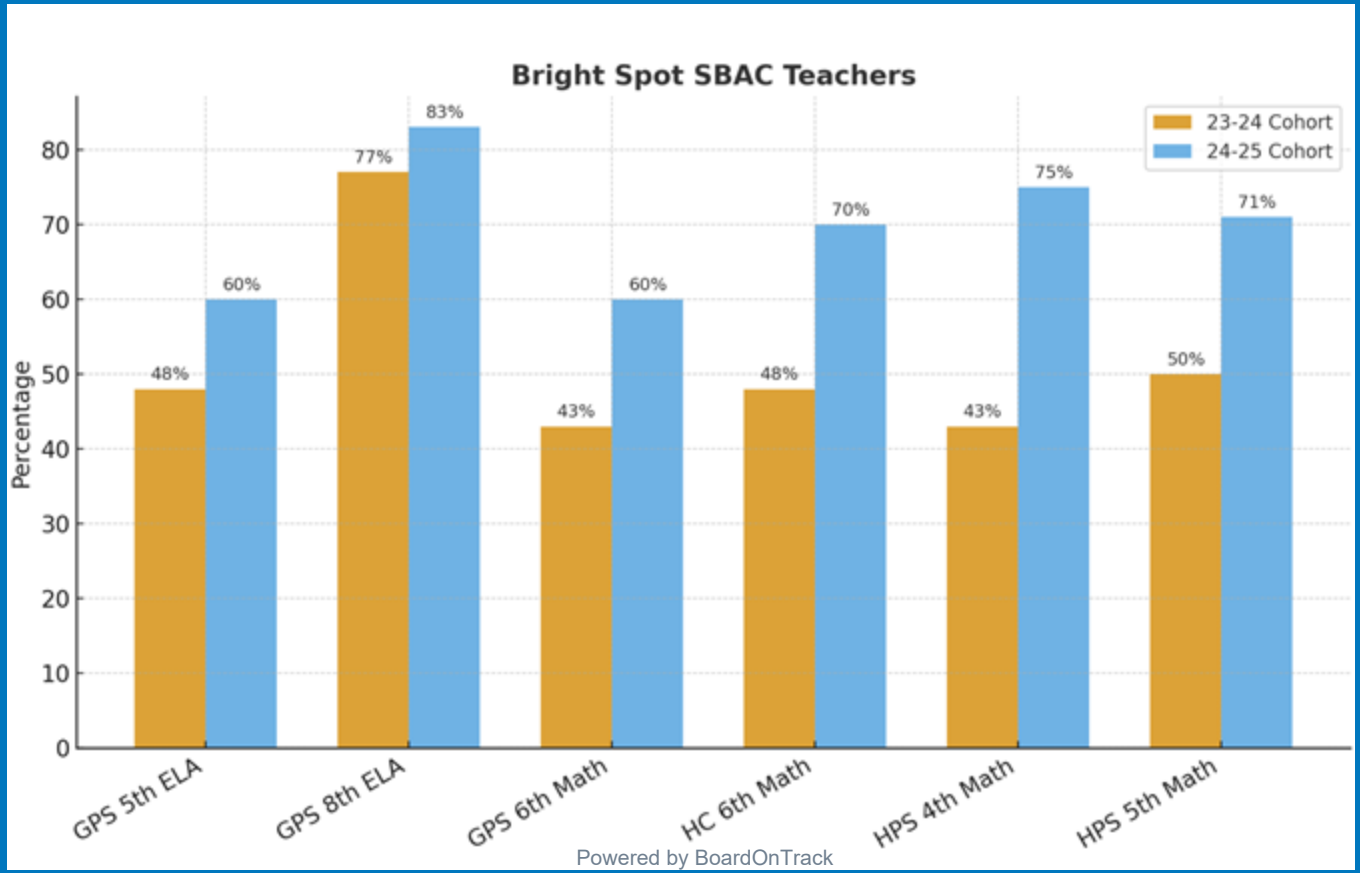


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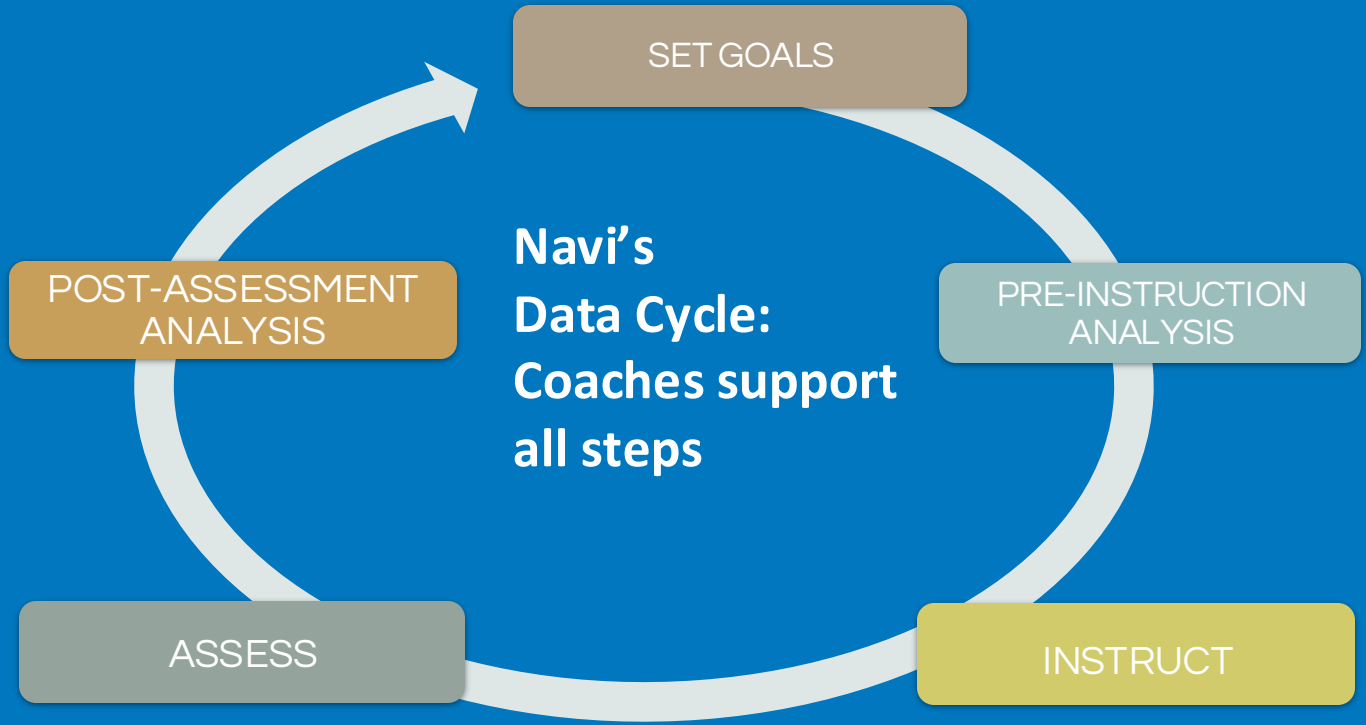
Gilroy Prep led the schools in Science



As part of our root cause analysis, we looked at "bright spot" teachers whose cohorts of students made substantial growth on the SBAC.

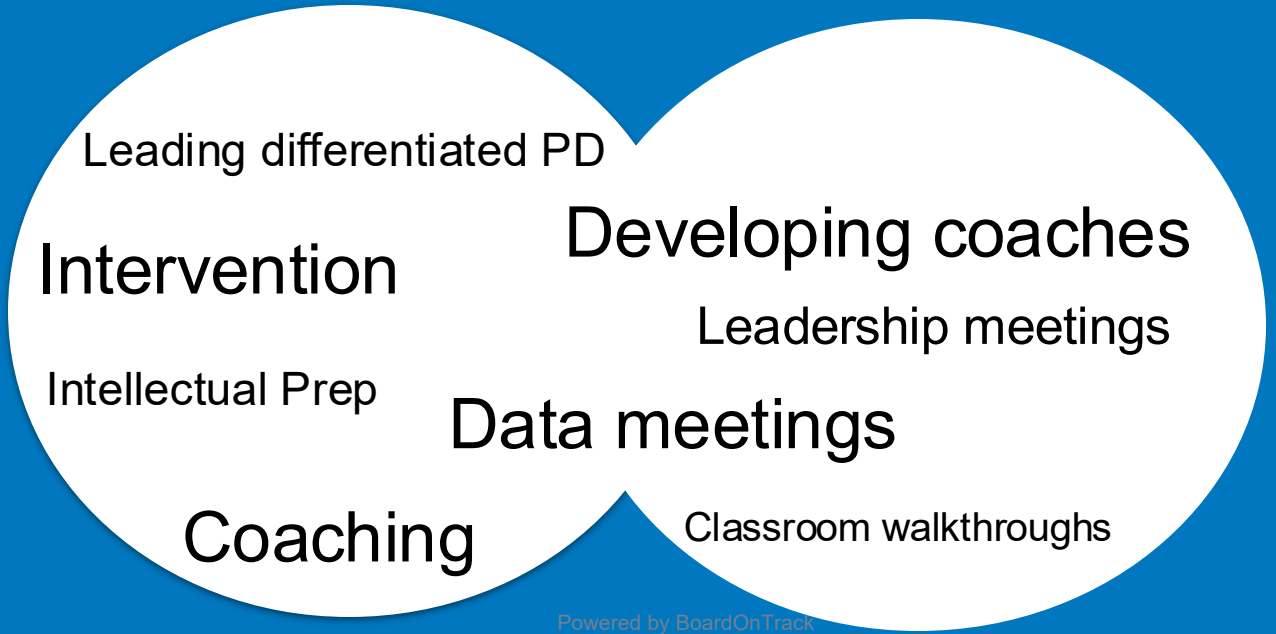


Our SBAC analysis showed top classrooms excelled by completing full data cycles; we will replicate these bright spots network-wide by reinstating supportive systems



Principals will keep focused on the levers that drive student achievement; Support Office will reduce budget and facilities distractions

“You do not rise to the level of your goals. You fall to the level of your systems.” -James Clear



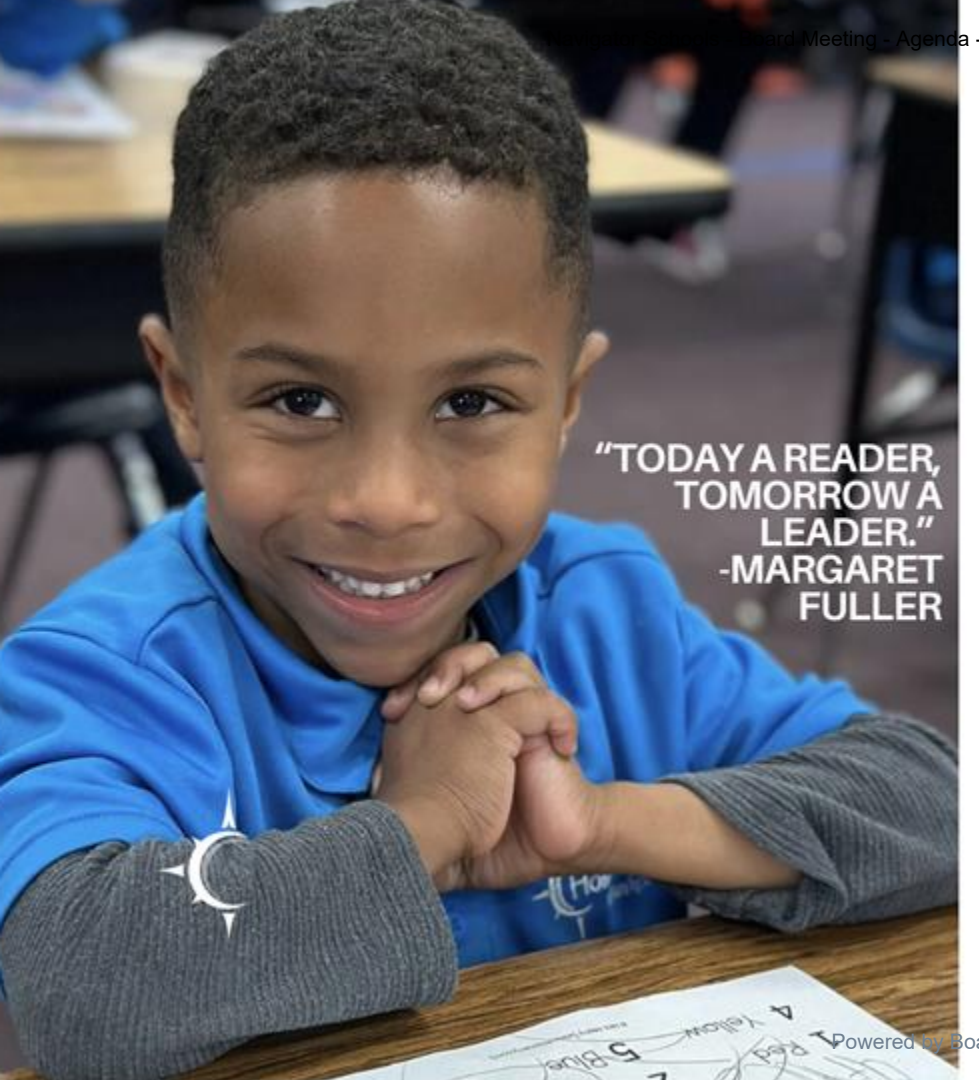
2025-26 Academic Priority

Navigator Schools
Charting a new course in education



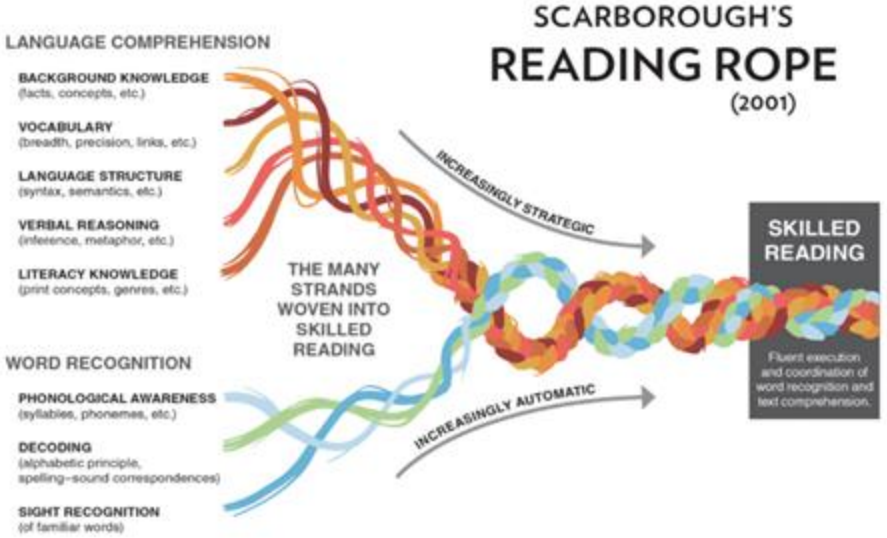
"Do the best you can until you **know better**. Then, when you know better, **do better**."

– Maya Angelou



RALLY CRY

We adopted ELA curriculum in order to best align with the Science of Reading and ensure equitable access for all scholars

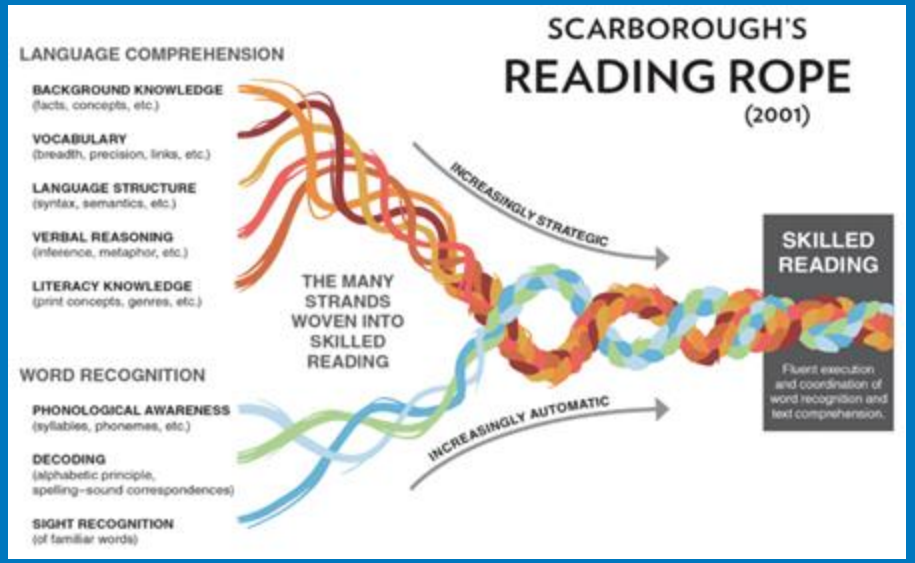


Ability to **replicate** our best classrooms to **support** all **learners and educators**, while still allowing for theme and variation

Ability to give educators appropriate **high-quality materials** in **all areas** of language arts

*High Quality Instructional Materials are the **foundation** upon which **equitable** instruction is built.*

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Ability to give educators appropriate **high-quality materials** in **all areas** of language arts

*High Quality Instructional Materials are the **foundation** upon which **equitable** instruction is built.*

Navigator's 2025-26 end of year student achievement goals:

80% of students are making STAR growth goals

75% of students are hitting unit and summative assessment benchmarks

8% increase in SBAC ELA scores

Navigator's 2025-26 implementation goals:

- By the end of SY 25-26, 100% of instructors will teach the ELA lessons with integrity, collecting and responding to student data in real-time
- By the end of SY 25-26, 100% of instructors will be observed and receive effective live coaching weekly on data-responsive instruction in ELA lessons.
- By the end of SY 25-26, 100% of leaders observe, coach, and meet with instructors to plan response-to-data weekly on exit tickets in order to adjust instruction accordingly.
- By the end of SY 25-26, 100% of 3-8 students who have not yet met fluency benchmarks are receiving targeted daily intervention using Bookworms DI.

Our big goal:

Use the data to see the system and drive the system

Everyone—from teacher to system leader—uses real-time data to guide instruction, coaching, and leadership moves so that every student receives the literacy instruction they need



Gilroy Prep School (GPS)

Introducing the 2025-26 WPS Leadership Team



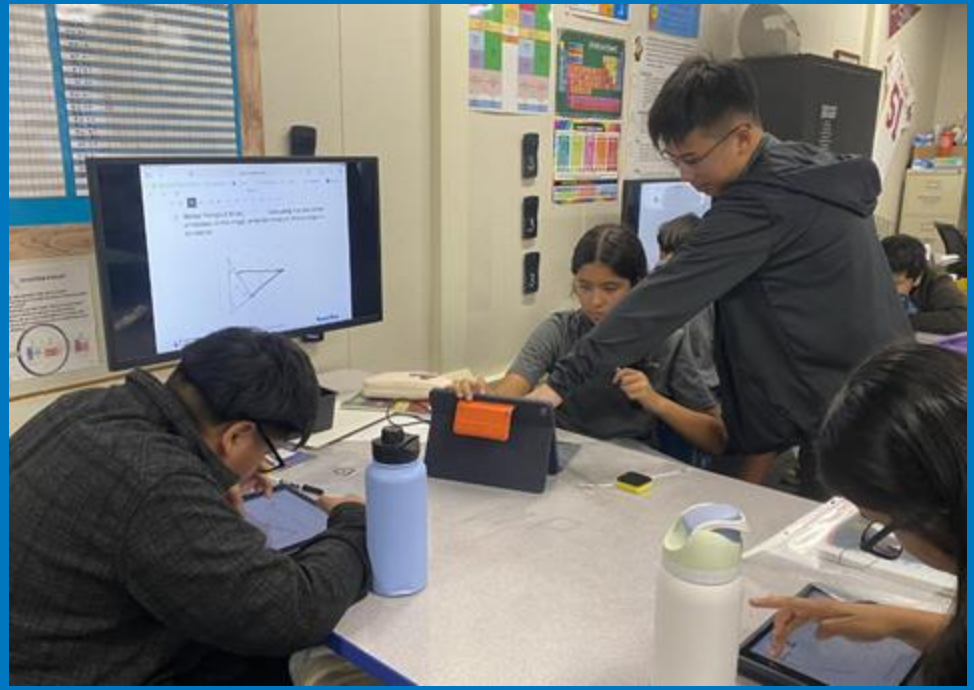
Our TK/Kinder and upper-grade playgrounds are officially open—and students are loving every minute!

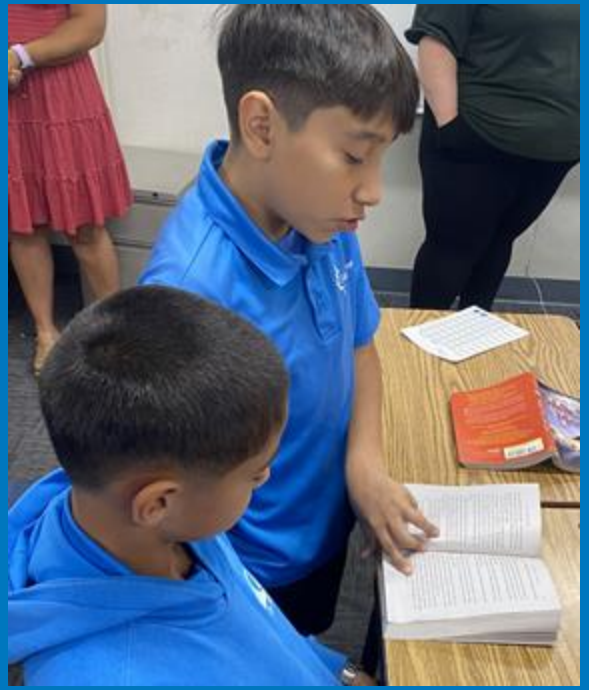






Learning & Collaboration in full swing across our grade levels!





Gilroy Prep School celebrate continued academic success

- 5th Grade cohort up by 13 points on the ELA SBAC
- 7th Grade cohort up by 8 points on the ELA SBAC
- 6th Grade cohort up by 18 points on the Math SBAC
- On average, ELA, Math, and Science SBAC scores all increased from the previous year!



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Hayward Collegiate (HC)

Introducing the 2025-26 HCC Leadership Team



Danilo Juarez
Principal



Sofia Moreno
Vice Principal

Hayward Collegiate celebrations!

- 6th Grade cohort up by 22% on the Math SBAC
- Kinder went from 54% proficient to 100% on STAR Early Lit
- 1st Grade STAR Math went from 27% to 66% proficient
- Construction is complete at HC (and now for a new playground!)



We launched the school year with several bright spots!

- We graduated our first grade 6 Cohort
- Staffing:
  - SGI's → Lead Teachers
  - CST → FII
  - Lead Teacher → VP





Navigator Schools
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Hollister Prep School(HPS)

Introducing the 2025-26 HPS Leadership Team



Norma Knox
Principal



Preet Santos
Middle School VP



Alexa Salazar
3-5 VP



Nick Bakich
k-2 VP



Roland Guerrero
Instructional Coach



Haley Mallobox
Ed Specialist



CC Contreras
Ed Specialist



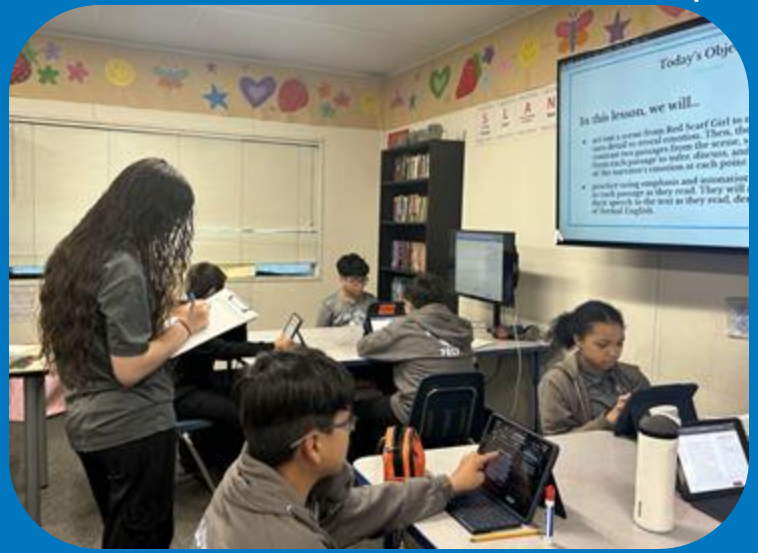
Elizabeth Quinones
Full Inclusion Instructor Coach



Chris Branon
SOM

Hollister Prep School launches the school year with celebrations!

- 4th Grade cohort up by 32% on the Math SBAC
- 5th Grade cohort up by 21% on the Math SBAC
- 7th Grade cohort up by 19% on the Math SBAC



Students are leading in a strong squad launch in middle school.



4th Gr math starting strong again with a 74% AVG on first math assessment!

These past few weeks of school have has several bright spots!

Kinder orientation - they're already lining up like Navi's!





Great parent attendance at Back to School Night



We've already learned our 4's multiplication song in morning message!

Navigator Schools
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Watsonville Prep School (WPS)

Introducing the 2025-26 WPS Leadership Team



Nancy Salazar
Principal



Shauna Schmidt
Year zero Principal SPS



Kessiah Rule
TK - 2nd Vice Principal



Nina Lewis
3 - 5th Vice Principal



Ashlind Martinez
6 - 8th Vice Principal



Kaitlyn Large
Instructional Coach



Stephanie Renteria
Education Specialist



Pedro Macias
Education Specialist



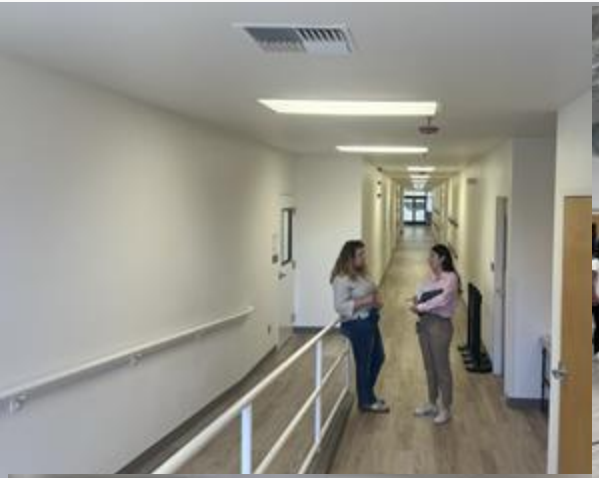
Lupita Ortiz
FII Coach

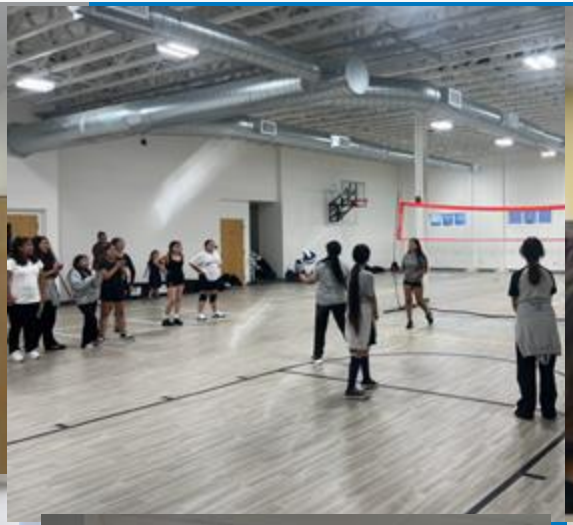


Sonia Ladron
Site Operation Manager

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Middle School launched the school year in the new building and we now have 8th graders!

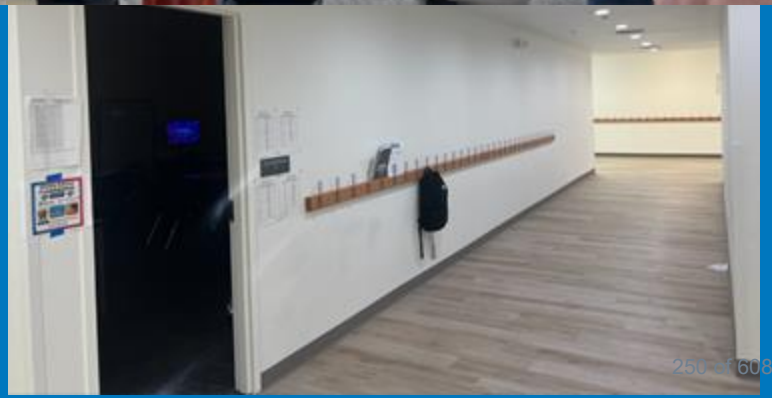




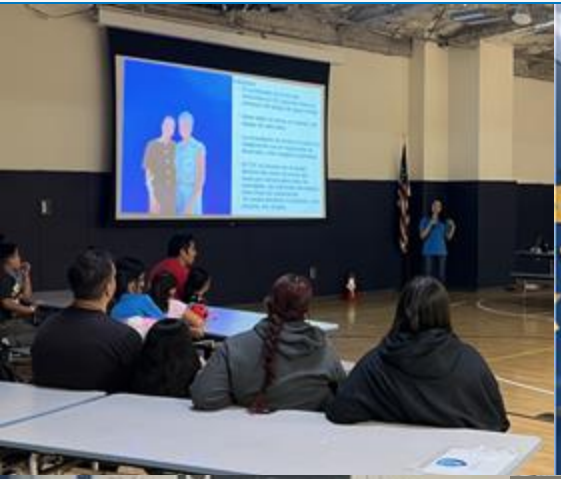








WPS had a strong launch to the school year!










Thank you! Here’s to a great year!

Coversheet

Academic Success Committee

Section: V. Committees
Item: A. Academic Success Committee
Purpose: FYI
Submitted by:
Related Material: Academic Success Committee Meeting (09.15.25).pdf

Navigator Schools
Charting a new course in education



Academic Success Committee

September 15, 2025

Agenda

1) **See It Video: Ms Miri, 1st ELA Bookworms lesson**
2) **2024-25 WIG Progress**
3) **2024-25 CAASPP SBAC Results**
4) **2025-26 Academic Priority**
5) **Bullying Response and Prevention (TH and JD)**

See It Video: Ms Miri, 1st Grade ELA



As you watch this video, think about:

What is the teacher doing?

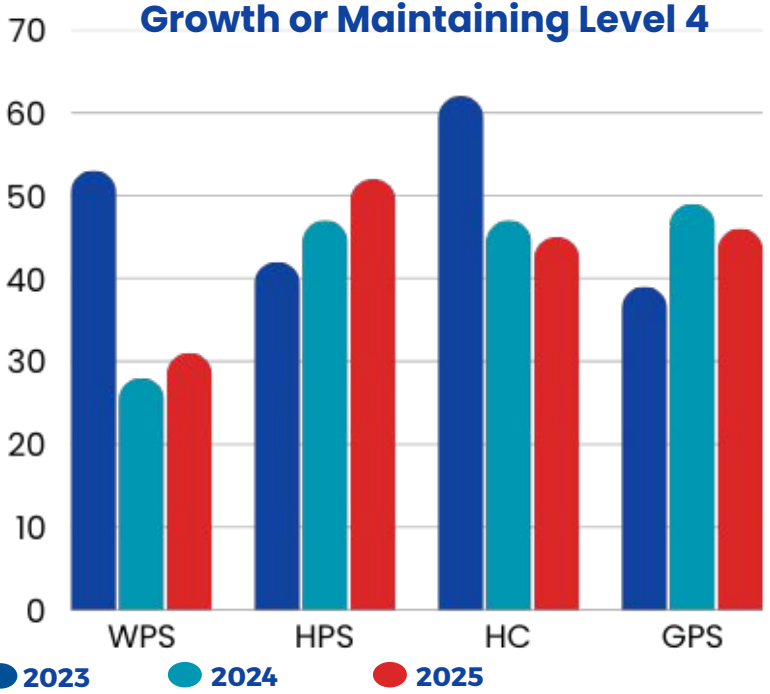
What are the students doing?

How do these actions support student literacy development?

2024-45 WIG Progress

ELPAC PROGRESS

Percentages of Students Making ELPI Growth or Maintaining Level 4



PERCENT OF MLLS QUALIFYING TO REDESIGNATE

2025



WPS HPS GPS HC

PERCENT OF MLLS QUALIFYING TO REDESIGNATE

2024



WPS HPS GPS HC

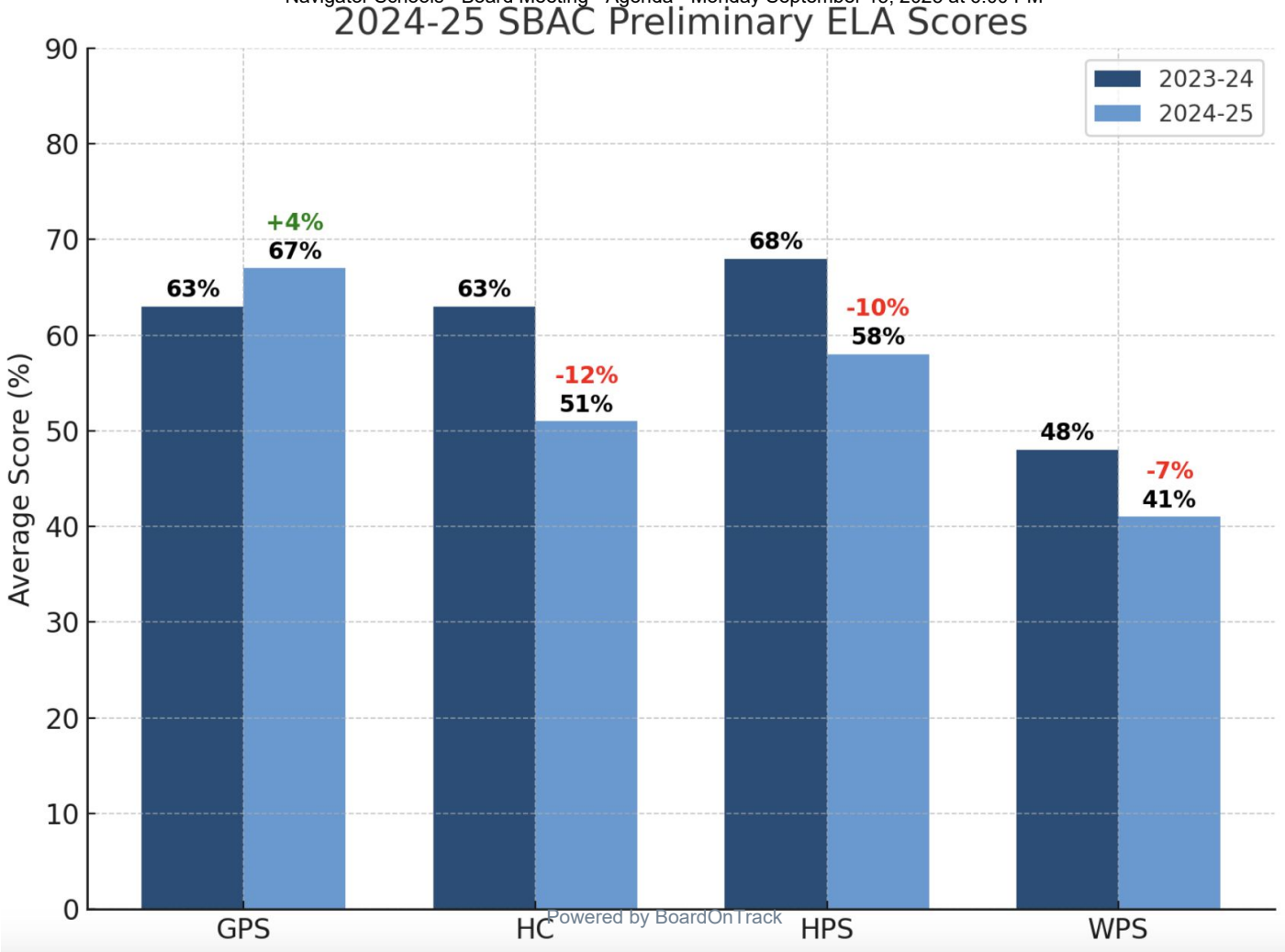
PROJECTIONS OF ELPI STATUS ON CA DASHBOARD:

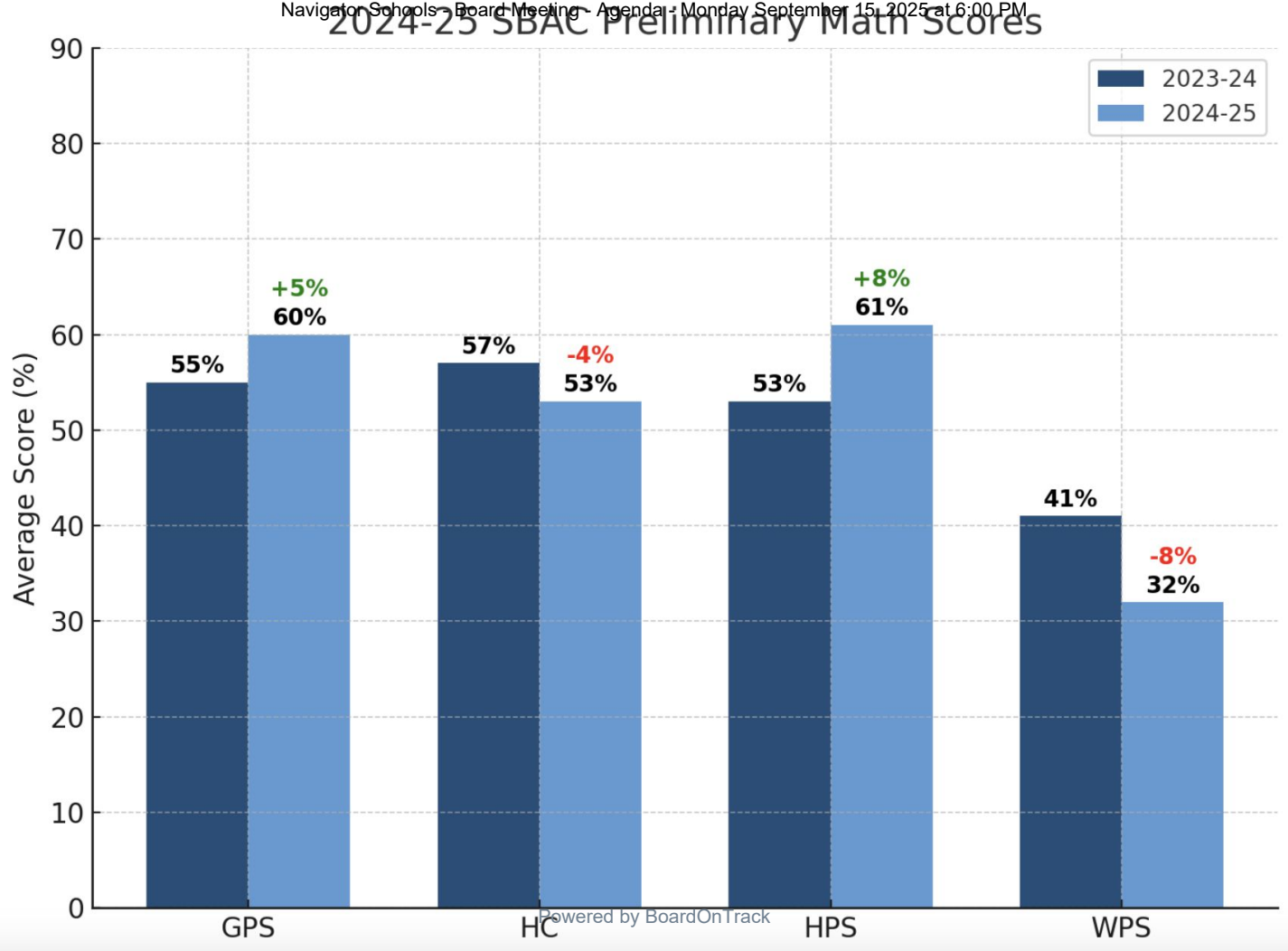
WPS: 2025- YELLOW 2024- RED
HPS: 2025- GREEN 2024- GREEN
GPS: 2025- ORANGE 2024- GREEN
HC: 2025- ORANGE 2024- NO COLOR (DUE TO # OF MLLS)

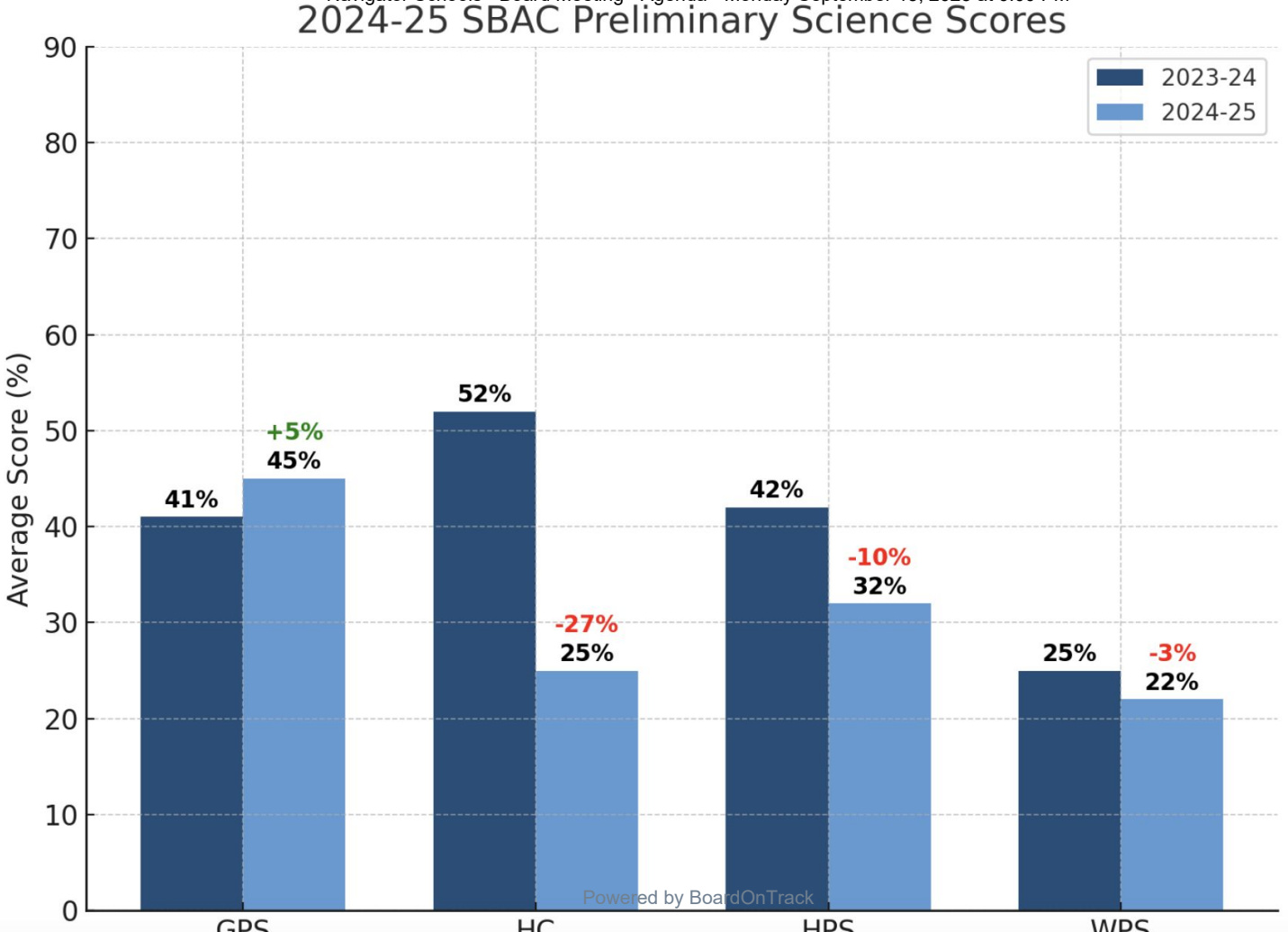
MLL Focus 25/26

- Integrated ELD: Teachers in Humanities and STEM will engage in ongoing professional development focused on high-leverage practices, with a special emphasis on strengthening reading and writing skills.
- Family Engagement: Families will receive more frequent outreach, including SBAC-specific sessions and individualized support for students needing targeted help.
- Increased Data Collection: Teachers will use ELD CFUs and formative assessments throughout the year to provide timely insights beyond the annual ELPAC.
- Designated ELD: We are implementing Amplify's ELD program in grades 6–8 and our own Bookworms-aligned ELD program in grades K–5 to closely connect language development with core ELA.

Academic Achievement Year-to-Year

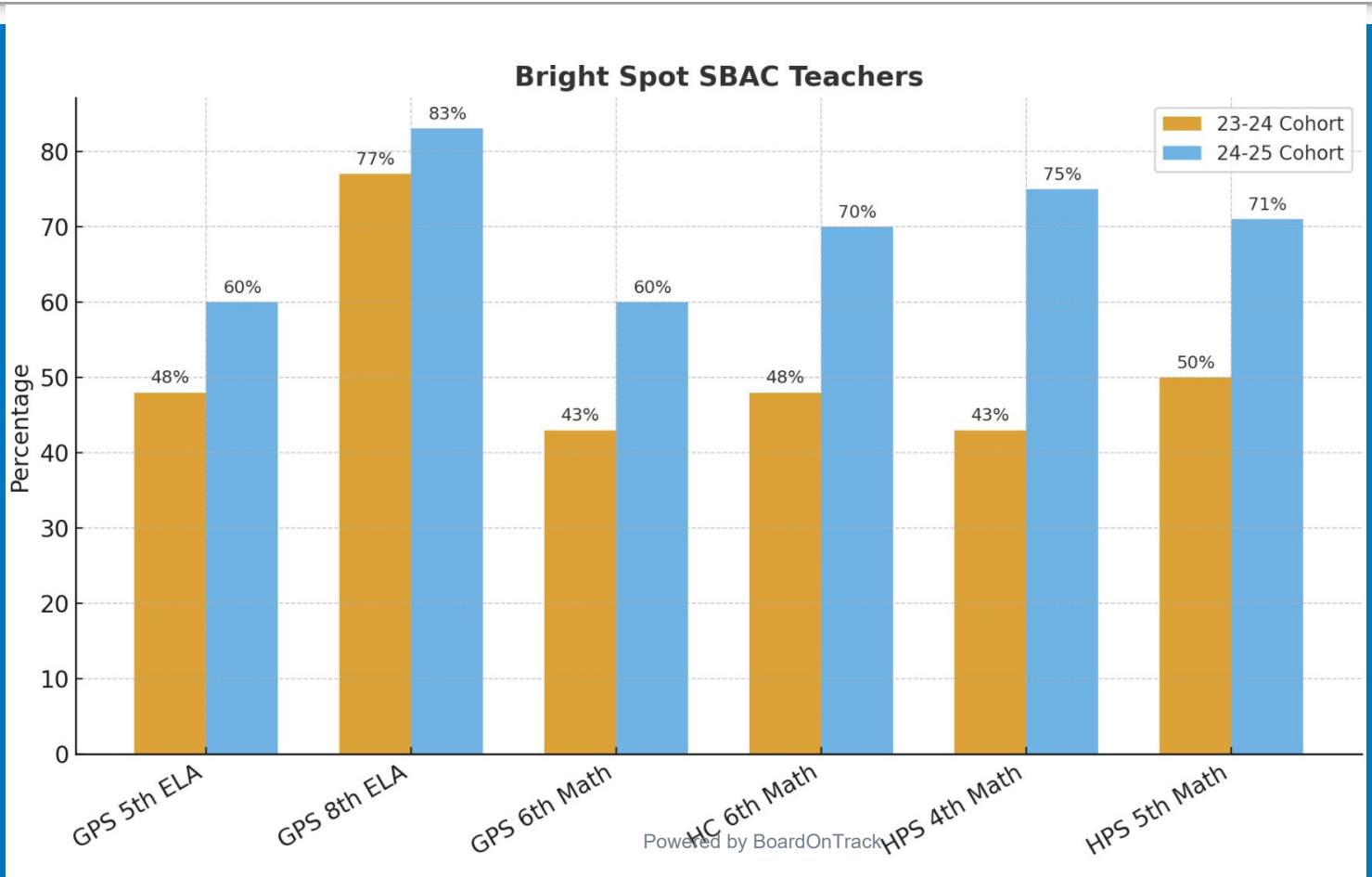

2024-25 SBAC Preliminary ELA Scores
2023-24
2024-25
Average Score (%)
0
10
20
30
40
50
60
70
80
90
63%
+4%
67%
63%
-12%
51%
68%
-10%
58%
48%
-7%
41%
GPS
HC
HPS
WPS


2024-25 SBAC Preliminary Math Scores
2023-24
2024-25
Average Score (%)
90
80
70
60
50
40
30
20
10
0
55%
+5%
60%
57%
-4%
53%
53%
+8%
61%
41%
-8%
32%
GPS
HC
HPS
WPS

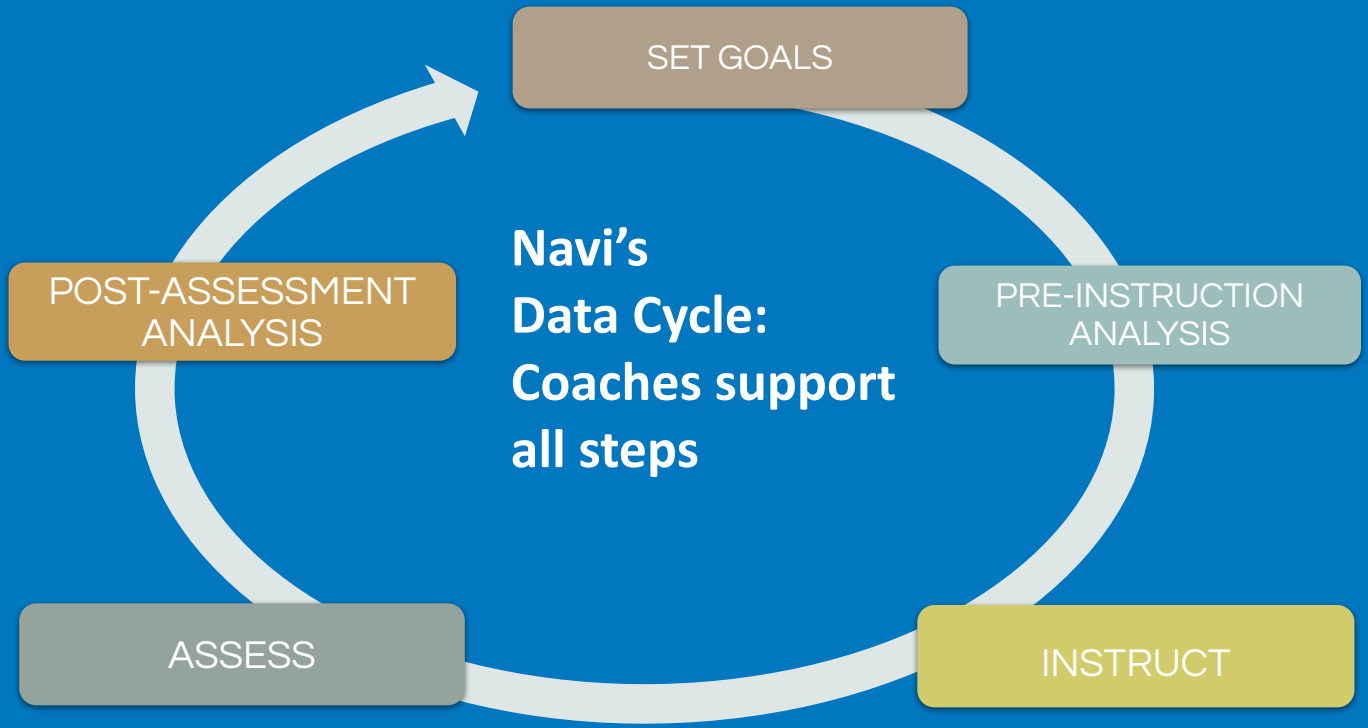


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As part of our root cause analysis, we looked at "bright spot" teachers whose cohorts of students made substantial growth on the SBAC.

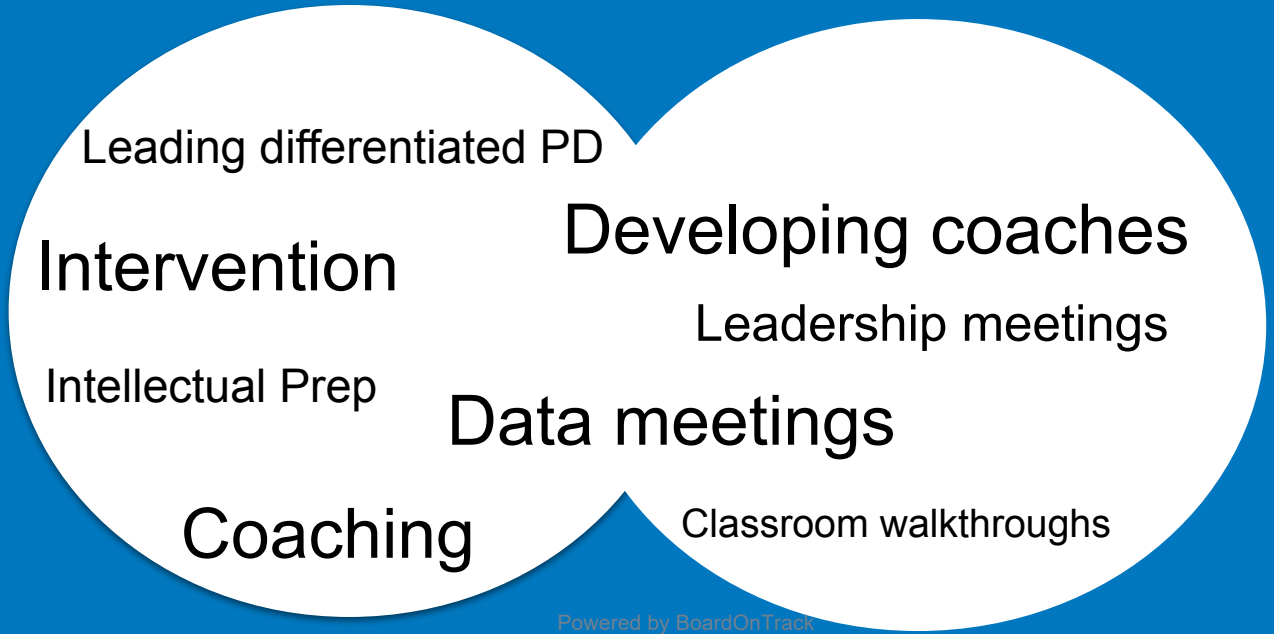


Our SBAC analysis showed top classrooms excelled by completing full data cycles; our goal is to replicate these bright spots network-wide by reinstating supportive systems.



Reinstating supportive systems means that principals will keep their binoculars focused on the high levers that drive student achievement.

“You do not rise to the level of your goals. You fall to the level of your systems.” -James Clear



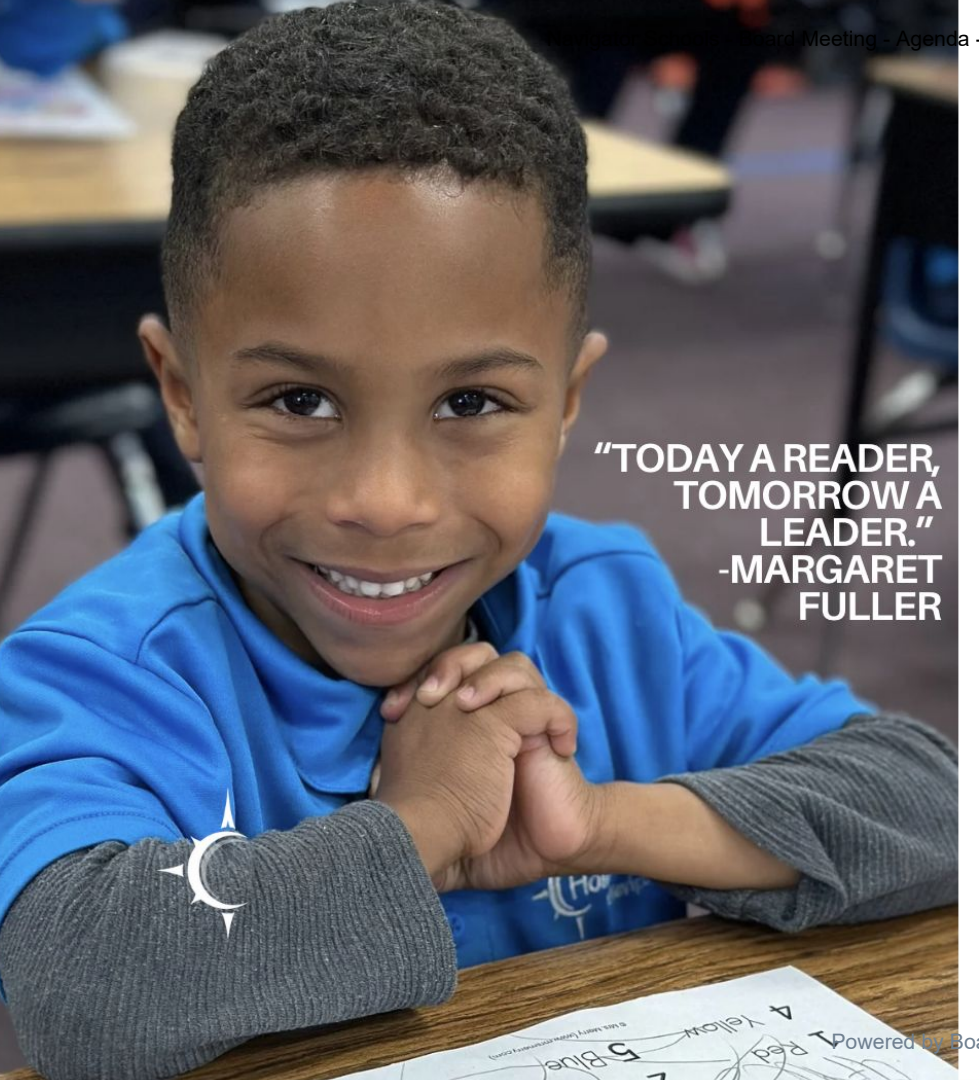
2025-26 Academic Priority

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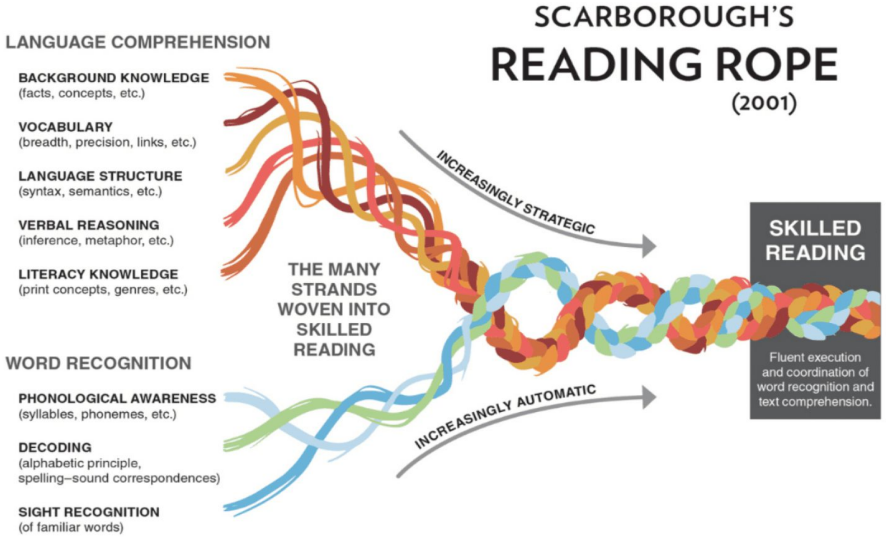
"Do the best you can until you **know better**. Then, when you know better, **do better**."

- Maya Angelou



RALLY CRY

We adopted ELA curriculum in order to best align with the Science of Reading and ensure equitable access for all scholars



Ability to **replicate** our best classrooms to **support** all **learners and educators**, while still allowing for theme and variation

Ability to give educators appropriate **high-quality materials** in **all areas** of language arts

*High Quality Instructional Materials are the **foundation** upon which **equitable** instruction is built.*

The following are Navigator's 2025-26 end of year student achievement goals.

80% of students are making STAR growth goals

75% of students are hitting unit and summative assessment benchmarks

8% increase in SBAC ELA scores

Navigator set the following implementation goals, which will support us in meeting our end of year achievement goals:

- By the end of SY 25-26, 100% of instructors will teach the ELA lessons with integrity, collecting and responding to student data in real-time
- By the end of SY 25-26, 100% of instructors will be observed and receive effective live coaching weekly on data-responsive instruction in ELA lessons.
- By the end of SY 25-26, 100% of leaders observe, coach, and meet with instructors to plan response-to-data weekly on exit tickets in order to adjust instruction accordingly.
- By the end of SY 25-26, 100% of 3-8 students who have not yet met fluency benchmarks are receiving targeted daily intervention using Bookworms DI.

Our big goal:

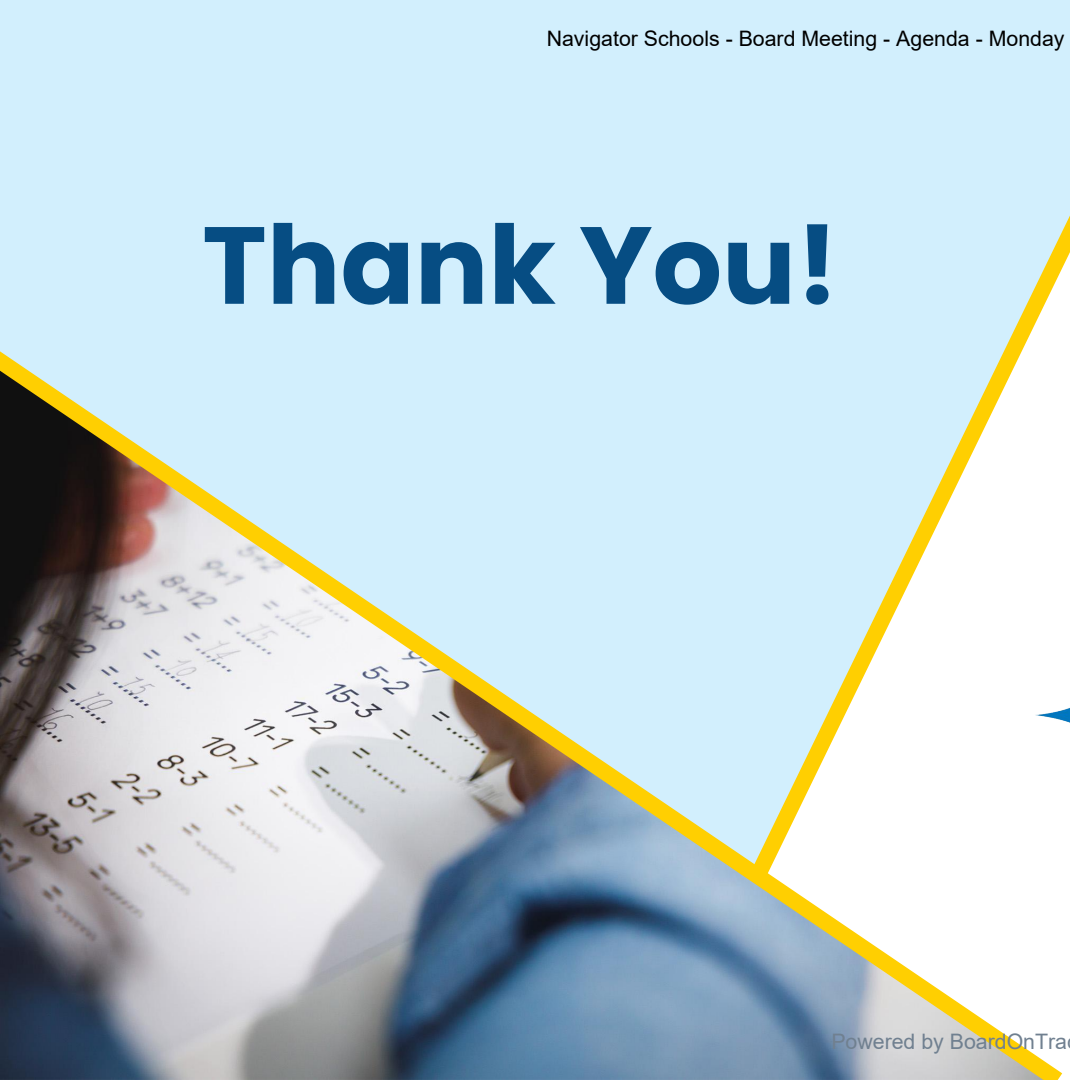
Use the data to see the system and drive the system

Everyone—from teacher to system leader—uses real-time data to guide instruction, coaching, and leadership moves so that every student receives the literacy instruction they need.

Our September and October WIGs (Wildly Important Goals) are all about building habits to create successful data systems and coaching structures.

Data Systems	Coaching Structures
Data Systems Lead: By Oct 3, 90% of teachers have been trained on where and how to enter literacy data [DI, weekly shared reading (K - 5) and Amplify (6 - 8) ETs].	**Coaching Systems Lead:** By Oct 3, there is evidence that at least 90% of teachers are receiving at least one observation per week resulting in an action step that aligns with the CFS.
Data Systems Lead: By Oct 24, 90% of teachers have normed with their coach on using rubrics to score student responses for shared reading and Amplify ETs.	**Coaching Systems Lag:** By Oct 24, at least 80% of teachers are meeting (3 or 4) priority September and October look fors.
Data Systems Lag: By October 24, at least 90% of students will have at least one data point entered per week from the key assessment list within 24 hours of administration.	

Thank You!





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Bullying Prevention and Investigation

Bullying New Practices 2025

1. @SLT 30m behavior leadership training
   a. All ELT's attend weekly

2. Adding at ELT level ongoing checkpoints for hotspots
   a. During MTSS
   b. Review all bullying reports - Bullier and bullyee

Bullying New Practices 2025

3. VP's attend recess
    a. Preventative, relationship building with 180
    b. VP's need to own their grade spans

4. Anonymous Bully Reporting Link
    c. Student iPads have anonymous link
    d. Report goes directly to VP's and P's

Bullying New Practices 2025

New in 2025

5. Outside support Canizales training BELONGING with students

6. MTSS and counselors will be on playgrounds two days a week as well as adding new clubs/groups

7. Year of Kindness

Bullying Ongoing Practices

1. Vector Trainings
2. Student training in October (4 weeks) in-lieu of Second Step
3. Second Step has built in anti-bullying lessons
4. SEL groups to help
5. Valor Circles

Thank You!





Navigator Schools
Charting a new course in education

Coversheet

Monterey Countywide Charter Petition

Section: VI. Topical
Item: A. Monterey Countywide Charter Petition
Purpose: Vote
Submitted by:
Related Material: Monterey County Prep Charter Petition (09.15.25).pdf
FY26-NAV-Monterey Petition Budget Package (09.15.25).pdf

MONTEREY COUNTY PREP (a Navigator School)
CHARTER PETITION
For the term July 1, 2026 - June 30, 2031

Mission

Navigator Schools equips students to be learners and leaders in high school, college, and beyond. We develop top-tier teams of educators who continuously improve and innovate schools that deliver phenomenal outcomes for all students, regardless of their circumstances.

Submitted to Monterey County Board of Education on October 15, 2025

Lead Petitioner

Caprice Young, Ed.D.

Caprice.young@navigatorschools.org

(831)833-6627



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Appendix A - Petition Signatures

Appendix B - Founding Leadership Team

Appendix C - Financials Package: Year 1 Budget, Cashflow, and 3-year Projection, Federal GAN

Appendix D - Overview of Navigator Schools Performance

Appendix E - Valor

Appendix F - School Calendar

Appendix G - Bell Schedule

Appendix H - Letter of Good Standing from El Dorado

Appendix I - Sample of 504 Procedures

Appendix J - SELPA Procedures, Participation Agreement, Applicable Forms

Appendix K - Copies of Letters Providing Notice to Districts Where Facilities will Locate

Appendix L - Articles of Incorporation

Appendix M - Bylaws

Appendix N - Conflict of Interest Code

Appendix O - Navigator Schools Employee Handbook

Appendix P - Sample Benefits Record

Appendix Q -Sample Family Handbook

CHARTER SCHOOL INTENT AND CHARTER REQUIREMENTS

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all the following:

A. Improve pupil learning.
B. Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
C. Encourage the use of different and innovative teaching methods.
D. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
E. Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
F. Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
G. Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

- *Education Code Section 47601(a)-(g)*

Navigator plans to accomplish these goals with a unique academic program and environment developed based on research and best practices. Details of this program and environment are articulated throughout this charter.

In reviewing petitions for the establishment of charter schools, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged.

Pursuant to Education Code Section 47605.6(a)(4), this charter petition has been signed by more than 8 meaningfully interested teachers, which is more than half of the fifteen teachers needed in year one of the charter. Signatures for the petition are found in **Appendix A**.

Affirmations and Declaration

As the authorized lead petitioner, I, Caprice Young, hereby certify that the information submitted in this petition for a California public charter school to be named Monterey County Prep ("MC Prep" or the "Charter School"), to be operated by Navigator Schools ("Navigator" or "Navi"), and to be authorized by the Monterey County Board of Education ("MCBOE" or the "County Board"), with oversight by the Monterey County Department of Education ("MCDE") (collectively referred to herein as the "County") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605.6(d)(1)]

- Navigator Schools declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605.6(b)(6)]

- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605.6(e)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605.6(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605.6(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605.6(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605.6(e)(2)(C). [Ref. Education Code Section 47605.6(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status,

or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605.6(e)(1)]

- The Charter School shall adhere to all applicable provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Sections 47605.6(l)(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605.6(e)(3)]

- The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605.6(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605.6(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a

student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605.6(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605.6(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605.6(d)(2)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605.6(a)(1) and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* ("CPRA").

- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act").

- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").

- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Navigator Schools
Charting a new course in education

_____ _____

Caprice Young, Ed.D., CEO and Superintendent
Monterey County Prep
Navigator Schools
Lead Petitioner

Date

Operations and Potential Effects

Term

The term of the charter shall begin on July 1, 2026, and expire on June 30, 2031. The Charter School will begin operating at one location within Monterey County in 2026-27, followed by its two other locations operating in 2028-29 and 2030-31, respectively.

Administrative Services

"The manner in which administrative services of the charter school are to be provided." Education Code Section 47605.6(h).

Navigator Schools provides most of its own administrative services, including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development. When appropriate, Navigator Schools will contract with appropriately qualified and/or credentialed outside third-party contractors to provide administrative services as necessary. In the event any administrative services are to be provided by the Authorizer, the specifics will be agreed to in a Memorandum of Understanding between Navigator Schools and Monterey County Department of Education.

The school is operated as a nonprofit public benefit corporation, and the names and relevant qualifications of all persons serving on the governing body of the Charter School are listed in **Appendix B**.

Budgets and Financial Reporting

"The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation." Education Code Section 47605.6(h).

The Chief Executive Officer of Navigator Schools has developed a conservative financial plan based on the most current public funding projections. Attached as **Appendix C,** the following budget documents are included:

- Budget narrative, including startup costs
- A three-year operating budget and projections
- Revenue assumptions
- Cash flows and budget projections for each budget year
- Evidence of a strong reserve fund
- A copy of our U.S. Federal Grant Award Notification

Navigator Schools will provide reports to the County Superintendent of Schools, as follows, in accordance

with Education Code Section 47604.33, and will provide additional fiscal reports as requested by the County:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605.6(g) will satisfy this requirement.
- By July 1, an annual update (LCAP) pursuant to Education Code Section 47606.5
- By December 15, an interim financial report for the current fiscal year, reflecting changes through October 31. Additionally, on December 15, a copy of Navigator Schools' annual independent financial audit report for the preceding fiscal year will be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all Navigator's receipts and expenditures for the preceding fiscal year.

Enrollment Projections

MCP has based its projections on historical attendance and current and projected waitlists. Based on the level of interest, MCP anticipates an enrollment lottery at every grade level. Each of the three school locations will follow the enrollment pattern below, with the first school opening in Monterey in 2026-27.

Salinas Cluster

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
TK (3 cohorts)	60	60	60	60	60
K (2 cohorts)	60	60	60	60	60
1	60	60	60	60	60
2	60	60	60	60	60
3		60	60	60	60
4			60	60	60
5				60	60
6					60
7	60	60	60	60	60
8		60	60	60	60
9a (4 cohorts)		120	120	120	120
9b*			30	30	30
10a			90	90	90
10b				30	30
11a				90	90
11b					30
12a					90
12b					
Total	300	540	720	900	1080

*Students may select a five-year high school program to address academic needs.

Seaside/Marina Cluster

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
TK (3 cohorts)			60	60	60
K (2 cohorts)			60	60	60
1			60	60	60
2			60	60	60
3				60	60
4					60
5					

6					
7			60	60	60
8				60	60
9a (4 cohorts)				120	120
9b*					30
10a					90
10b					
11a					
11b					
12a					
12b					
Total	0	0	300	540	720

*Students may select a five-year high school program to address academic needs.

Soledad/Greenfield Cluster

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
TK (3 cohorts)					60
K (2 cohorts)					60
1					60
2					60
3					
4					
5					
6					
7					60
8					
9a (4 cohorts)					
9b*					
10a					
10b					
11a					
11b					
12a					
12b					
Total	0	0	0	0	300

*Students may select a five-year high school program to address academic needs.

Average Daily Attendance

MCP projects the average daily attendance in year 1 to be approximately 399 based on a K-12 enrollment of 420 and an average attendance rate of 85-95%, depending on grade level.

Cost of Living

Navigator Schools has assumed a modest COLA during the 5-year period. Keeping revenue projections conservative, Navigator has continued to increase salary levels and expense costs at inflationary or above projections.

Potential Civil Liability Effects

"Potential civil liability effects, if any, upon the charter school, any school district where the charter school may operate, and upon the county board of education." Education Code Section 47605.6(h).

Navigator Schools, a California non-profit public benefit corporation, operates Monterey County Prep. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation will not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Navigator Schools will work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocols to ensure the County will not be liable for the operation of Navigator Schools.

Further, Navigator Schools and the County may negotiate a memorandum of understanding in which Navigator Schools will indemnify the County for MCP's actions under this charter.

The corporate bylaws of Navigator Schools provide for indemnification of the Board, officers, agents, and employees. To secure against financial risks, Navigator shall purchase and maintain general liability insurance, Board members' and officers' insurance, and fidelity bonding.

As stated above, insurance amounts are based on the terms of the MOU. The County Office of Education will be named an additional insured on Navigator Schools' general liability insurance.

The Navigator Schools Board of Directors institutes appropriate risk management practices, as discussed herein, including screening employees, establishing codes of conduct for students, and resolving disputes.

Oversight Fee

Pursuant to Education Code Section 47613, the County collects an oversight fee of 1% of the revenue of

MCP. “Revenue” is defined in Education Code Section 47613(f). Navigator Schools’ operating budget reflects the annual oversight fee paid to the County.

Insurance Coverage

MCP shall maintain general liability, workers’ compensation, and other necessary insurance of the types and amounts required for the operation of a charter school. Coverage amounts will be based on recommendations provided by the County and MCP’s insurer. The County Board of Education shall be named as an additional insured on all policies of MCP.

Navigator Schools
Charting a new course in education

Rationale for a Countywide Charter

"A county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county." Education Code Section 47605.6(a)(1).

"A county board of education may grant a charter for the operation of a charter school under this part only if it is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Section 47605." Education Code Section 47605.6(b).

The fundamental characteristics of a countywide benefit charter school include its ability to operate facilities anywhere throughout the county where the charter school is authorized, and its duty to prefer in the admission process students living anywhere within the county. A school district-authorized charter, on the other hand, is restricted to operating facilities within the school district's jurisdictional boundaries and must prefer that district's students in the admission process. Thus, the appropriate question for whether a countywide benefit charter should be granted is whether a single school multiple-campus model across district lines is in the interests of students of Monterey County, and whether Monterey County students would not be served ***as well*** through MC Prep's intended program if MC Prep were required to operate through multiple charters authorized by multiple school districts.

Here, MC Prep proposes to operate on at least three sites in three distinct areas of Monterey County, which, depending on the acquisition of facilities, may include Salinas, Seaside, and Soledad/Greenfield. The instructional services offered by the Charter School consist of a unique model not otherwise offered by a county office of education. At the TK-8 level, this model includes a program characterized by a commitment to a culture of excellence, data-driven instruction, educator coaching for continuous improvement, equity through multi-tiered supports, and technology integration to prepare students for tomorrow. Middle school students participate in the Navigator Squads Model of education, which leverages their distinct child development stage as a strength, leading to youth leadership of the instructional process and development of team leader and participant skill sets as they master the middle school curriculum.

At the high school level, the Navigator model is focused on the development of knowledge and skills to support students planning careers in public service. Key features of the High School Model include:

Early College Access: Students take dual enrollment courses through partnerships with local community colleges and Arizona State University (online), allowing them to earn college credits while in high school.

Career Pathways and Certifications: Students will have access to pathways aligned with local workforce

needs, specifically in the public service sector. They can earn certifications in fields such as education, project management, and healthcare.

Durable Skills Development: Navigator emphasizes building communication, critical thinking, collaboration, and leadership skills, helping students create a skills portfolio that is highly valued by colleges and employers.

Personalized Graduation Planning: Each student will receive individualized guidance and support to plan their graduation trajectory, ensuring they meet the University of California (UC)/California State University (CSU) A-G requirements. This personalized guidance may include completing an additional 9th-grade year to close pre-existing academic gaps.

Social-Emotional Learning: A robust advisory program will continue through high school, focusing on college readiness, goal-setting, character development, and mental health support.

The educational services to be provided by the Charter School will be offered to a pupil population that will benefit from those services and cannot be served as well by a charter school that operates only in one school district in the county. The Charter School will draw students with unique interest in this specialized program from throughout the county, and consistency of program quality among all three locations is vital to the success of the academic program.

As explained in further detail below, MC Prep will offer educational services to several pupil populations that will benefit from its services and that could not be served as well by a charter school that operates in only one or even several discrete school districts.

Further countywide justifications:

1. ***Efficiencies from Consistent, Centralized Oversight Standards and Processes***

If Navigator operated multiple local district-authorized charter schools, each charter school would be required to follow each chartering authority's different local policies and requirements, and would likely be subject to individual memoranda of understanding and oversight obligations, which would adversely impact Navigator's ability to operate uniformly and efficiently. Further, this would force Navigator to duplicate numerous administrative tasks (e.g., payroll, budgets, policies, etc.) for each charter school, creating needless inefficiency and wasting resources that would be better directed to students. Each charter school would be required to go through a separate renewal process. Over time, each charter petition would naturally drift in content as each chartering authority imposes different expectations. This kind of inefficient and needless duplication of effort and expense is not in the interests of taxpayers or students. Educational dollars should be spent to the greatest extent possible on students, and not on unnecessary administrative functions and processes which would be required if Navigator were to operate under multiple charters authorized by multiple school districts.

Operating as a single charter school with multiple campuses means having one budget, one funding apportionment calculation, one Local Control and Accountability Plan ("LCAP"), one School Accountability Report Card ("SARC"), one report on the California School Dashboard, one student roster, one California Longitudinal Pupil Achievement Data System ("CALPADS") account, one California Statewide Assignment Accountability System ("CalSAAS") account, and one chartering authority. Navigator believes that the time and money saved by operating as a single charter school is best used by being reinvested in MC Prep to serve students.

The benefit of approving this charter to allow for a TK-12 countywide benefit Charter School will allow MCDE to provide oversight to the Charter School as a countywide benefit Charter School instead of multiple districts providing oversight to multiple Charter Schools. One chartering authority for one Charter School saves costs and ensures greater fidelity of processes, policies, operations, and governance than many chartering authorities for many Charter Schools.

2. Ensuring Countywide Equity and Access

A charter school approved by a school district must give a preference for enrollment to the students residing in that school district (Education Code Section 47605(e)(2)(B)), while a countywide charter allows equal footing for admission to all students in the County. (Education Code Section 47605.6(e)(2)(B)). MC Prep proposes to make its educational program available to all students throughout Monterey County and contends that because of the pervasive nature of the achievement gap for the County's largest subgroups—Hispanic, English Learner, Socioeconomically Disadvantaged students, and students with disabilities—across the county and in each of the districts where the charter school intends to operate, these students could not be served as well by a charter school that operates in only one district. MC Prep will serve a cross-section of the entire County. It will not concentrate its enrollment in any one school district and will recruit students from school districts neighboring the campus, thus increasing student diversity and high-quality, educational choice for all families. By strategically locating MC Prep campuses throughout Monterey County, MC Prep will be able to take advantage of facilities opportunities that would otherwise be limited to the boundaries of authorizing districts, and at the same time be able to recruit students from throughout the County without limitation of preference given to students residing within the boundaries of the school district where each campus is located. Again, equity and access to a proven, high-quality educational program would be best facilitated by a charter school operating under a countywide benefit petition because all students, regardless of their district of residence, would enjoy an equal opportunity for admission. This approach to equity and access could not be achieved as well by a charter school that operates in only one district.

3. Supporting Families' Mobility Within Monterey County

If Navigator were required to operate as a series of district-authorized charters, its ability to locate in neighborhoods where Navigator's families need it the most would be dependent on the objectives and priorities of each school district, which may not reflect the interests of families living throughout

Monterey County, or respond to the economic realities facing families at that time. Even if Navigator were to open a district-authorized charter in a particular community, a student would be required to disenroll from their current charter school and enroll in that new charter school, creating unnecessary disruption and logistical challenges to continuing their education.

Additionally, if Navigator were required to operate multiple Charter Schools authorized by different school districts across Monterey County, students transferring from one Navigator Charter School to another (for example, if the family moved) could face significant administrative and logistical hurdles potentially harming students. These delays in processing new enrollment can easily trigger a "tipping point" that leads to students dropping out and other adverse effects. The transfer process would be no different than students changing schools under current conditions because each Navigator campus would be authorized by different school districts with different sets of rules and expectations thus creating barriers and complexities difficult for families to navigate.

The transfer process is not as simple as changing a code in the student information system. It involves securing appropriate records from previous schools, particularly when students have changed schools multiple times and a complete cumulative file is unavailable. More importantly, it requires appropriate placement, availability, and continuity in courses for students to continue their progress in meeting graduation requirements.

Authorizing MC Prep as a countywide benefit charter will help support families' mobility within Monterey County and protect student learning by ensuring that students can continue to attend MC Prep at a campus that is local to their new home after a move, i.e., without enrolling in a new school. A centralized operation that manages student records and provides the same access to education and services from our partners and government agencies at all campuses across Monterey County makes the transfer efficient and seamless. A countywide benefit Charter School will allow families access to a consistent school environment so that they can maintain academic and social emotional progress even when they reside across district boundaries. Ensuring that students will be able to maintain continuity in their education from kindergarten through 12th grade, even as their parents' circumstances change, will promote Monterey County as a place to live that supports families as well as local businesses. The economy of Monterey County is well-served when local employers can hire employees throughout Monterey County and minimize disruption for students whose parents move to take new jobs.

4. Ability to Quickly Respond to Community Need to Lauch Additional Campuses Across Monterey County

School-age children, and those nearly of school age, should not be made to wait any longer than necessary for schools to come to where they live that are capable of meeting their individual needs and providing them with a quality education. Granting this countywide benefit charter ensures that the Academy will be able to exercise maximum flexibility in opening future campuses in locations where they

will provide the greatest benefit to students, and do so nimbly, and just in time to meet student needs, irrespective of a particular school district board's disposition towards new charter schools at any given time. For example, if, in the spring, MC Prep identifies one or more suitable sites to operate one or more campuses that would meet existing demand, regardless of the school district where they sit, MC Prep could quickly work with the County to obtain (if needed) authorization to operate those campuses, and to operate them under MC Prep's existing charter.

Without a countywide benefit charter, Navigator would be required to launch a completely new charter school to operate an additional site in the jurisdiction of different school district and incur all of the extensive time and expenses necessary to launch a new charter school – not to mention, the uncertainty over whether a particular school district will grant a new charter, irrespective of community demand. As a countywide benefit charter, MC Prep could locate anywhere in Monterey County with the approval and oversight of the County, irrespective of school district jurisdictional boundaries. MC Prep, as a single countywide benefit charter, would be able to leverage its existing resources, capital, and reputation to expand into new locations within Monterey County. If MC Prep operated as a series of district-authorized charter schools, it could not use its resources to open up new charter schools in other districts because that charter school's funds could not be applied to develop another charter school.

Granting this petition means that MC Prep will be able to bring its successful model to more students, faster, in locations where they live. For the reasons articulated above, MC Prep has provided a reasonable justification for why it could not be established by petition to a school district pursuant to Education Code Section 47605.

Overview

Navigator Schools hereby respectfully submits this new charter petition to the Monterey County Board of Education for the Charter School to operate across three locations to serve communities in Monterey County, California. The charter will be valid from July 1st, 2026, to June 30th, 2031. Monterey County Prep will include elementary, middle, and high schools serving 1,100 students in grades TK-12 at each campus.

Monterey County Prep is operated by Navigator Schools, a nonprofit organization that opened in 2011 in Gilroy, California. Navigator currently operates three successful college preparatory TK-8 schools, and one TK-6 school in the Northern Central Coast region of California: Gilroy Prep, Hollister Prep, Watsonville Prep, and Hayward Collegiate (TK-6). With a mission to provide high-quality education and eliminate educational inequities, Navigator Schools utilizes innovative strategies such as daily assessments, blended learning models, and continuous professional development for educators.

The Charter School will replicate our existing highly successful TK-8 model and add an early college program for grades 9 through 12 in collaboration with local community colleges and Arizona State University. The high school programs are unique in their focus on career pathways that prepare students for careers in public service and related industries, including infrastructure, project management, civil engineering, health care, biotech, and education. All of our students will graduate having completed the A-G courses required for entrance into the UC/CSU system, a pathway certification, college credits, and a professional durable skills portfolio. In addition, many of our students will participate in internships and work-study during their 11th and/or 12th-grade years.

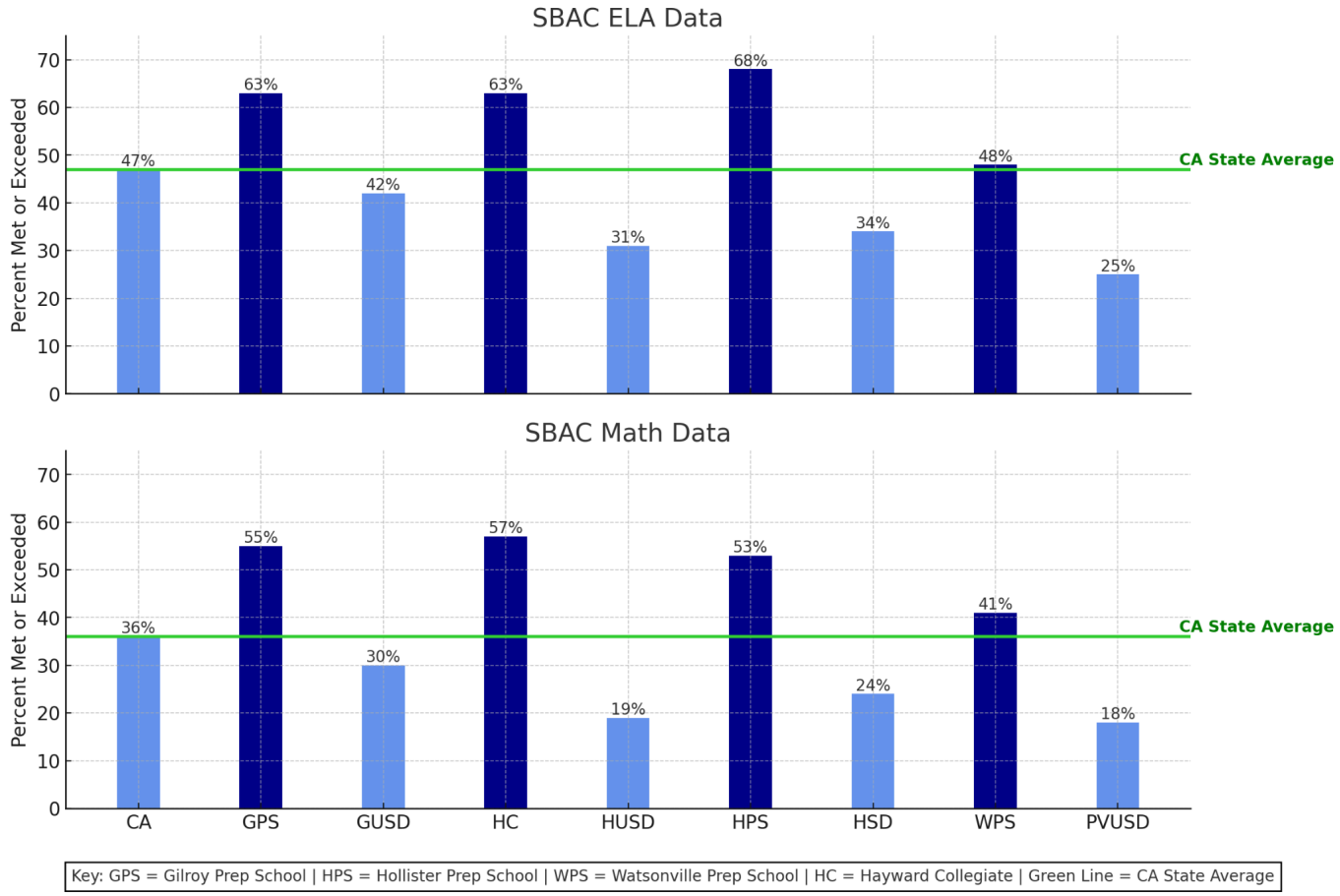
Despite recent reductions in the federal workforce, the United States still needs talented individuals to build roads, upgrade energy systems, develop housing, improve healthcare, and educate our children. In 2023, the United States government employed more than 21.8 million people, with the majority (19 million) working for state and local governments. According to the Census Bureau's American Community Survey (2019), 2.5 million Californians worked in government. These statistics do not include people who work for businesses contracted by the government to carry out the work of the people. The diversity of government jobs is tremendous, with people working as teachers, health care workers, project managers, engineers, community/economic developers, resource managers, transportation providers, public safety, military, and policymakers. These vital roles allow our society to function efficiently, pay well (with good benefits), and engage people who want to make a difference, but they are jobs students rarely consider. Our public service academies will prepare students for college and careers in public service, including developing a specialty in a high-need skill set that will hold their interest and help pay for college.

Since its inception, Navigator Schools has grown steadily, serving over 1,850 students by the 2024-25 school year and maintaining a track record of academic excellence through a variety of measures, including entrance into selective high schools (Gavilan College Early College Academy) and high

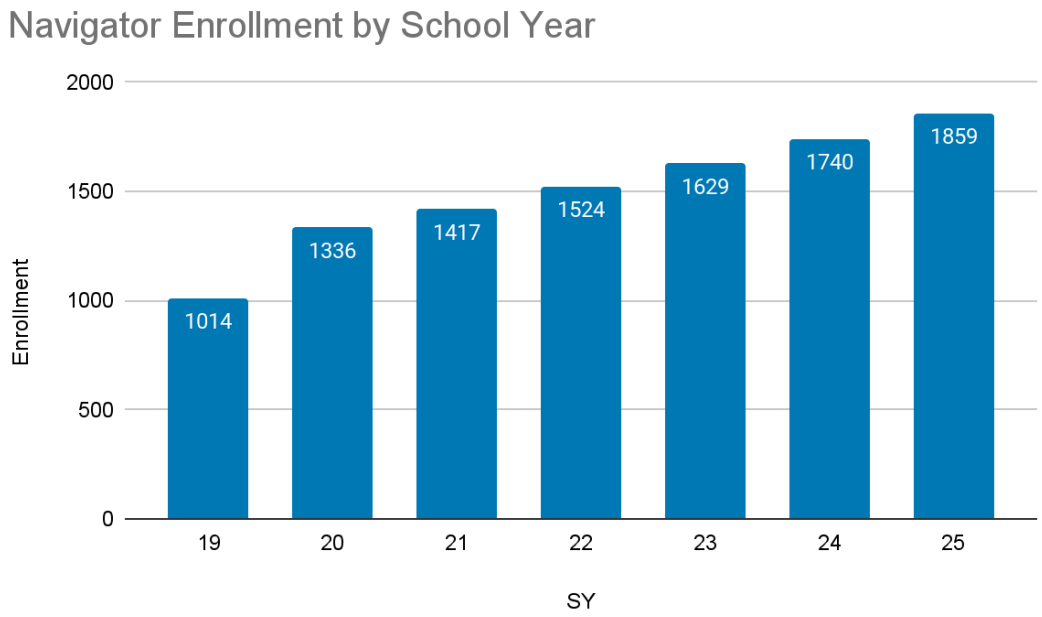
performance on the California Assessment of Student Performance and Progress (CAASPP) tests. Our proven approach empowers students to achieve, and we are excited to bring this model to Monterey County, expanding opportunities and building meaningful community partnerships to support student and family success.

Navigator Schools' track record includes consistently high scores on the California Assessment of Student Performance and Progress ("CAASPP"). Gilroy Prep School ("GPS") is recognized as the top-performing school in Gilroy and one of the best in Santa Clara County, while Hollister Prep School ("HPS") ranks among the highest in San Benito County. Watsonville Prep ("WPS") has quickly emerged as a standout school, with CAASPP scores surpassing state averages in English Language Arts ("ELA") and Math. Hayward Collegiate's ("HC") success in implementing early intervention programs has led to strong outcomes for English learners and students from low-income backgrounds. Navigator Schools aims to bring these proven strategies and successful models to Monterey County Prep, enhancing educational opportunities and strengthening the community. **Appendix D** contains a thorough overview of the existing demographics and academic performance of Navigator Schools.

2023-24 Navigator Schools SBAC Achievement Compared with State and Local SBAC Achievement



The steady increase in enrollment across Navigator Schools reflects the community's trust and satisfaction with our model. As our schools continue to expand, more families choose Navigator for its proven success in urban, suburban, and rural communities, indicating a high demand for quality education in underserved communities.

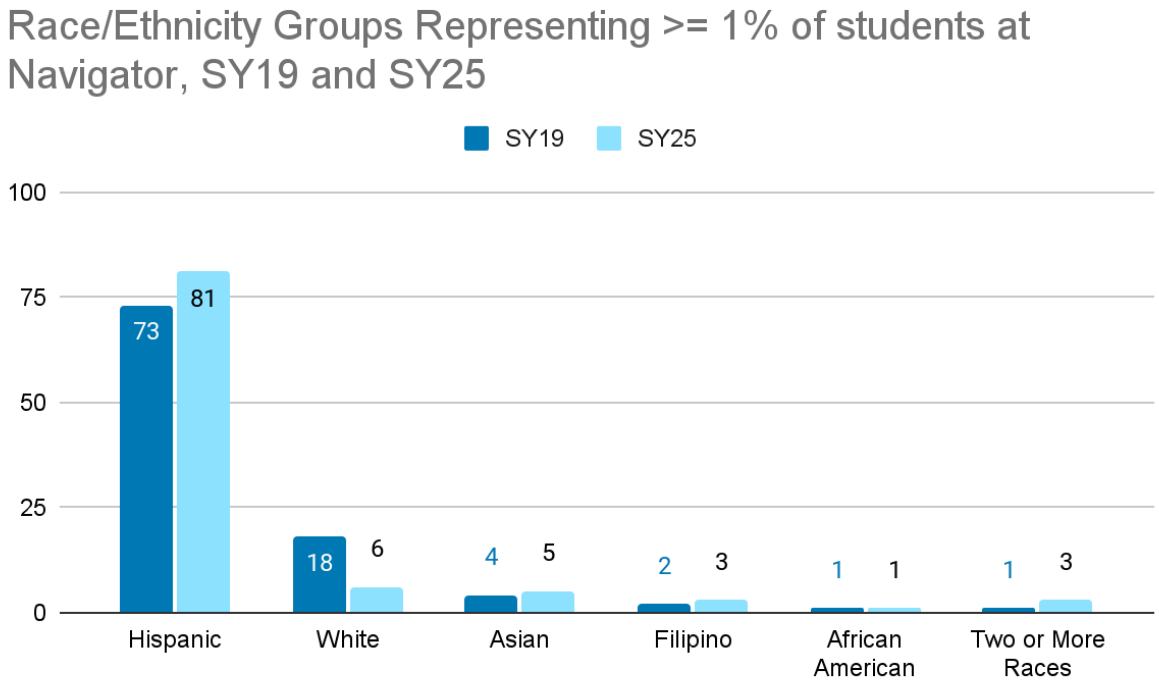


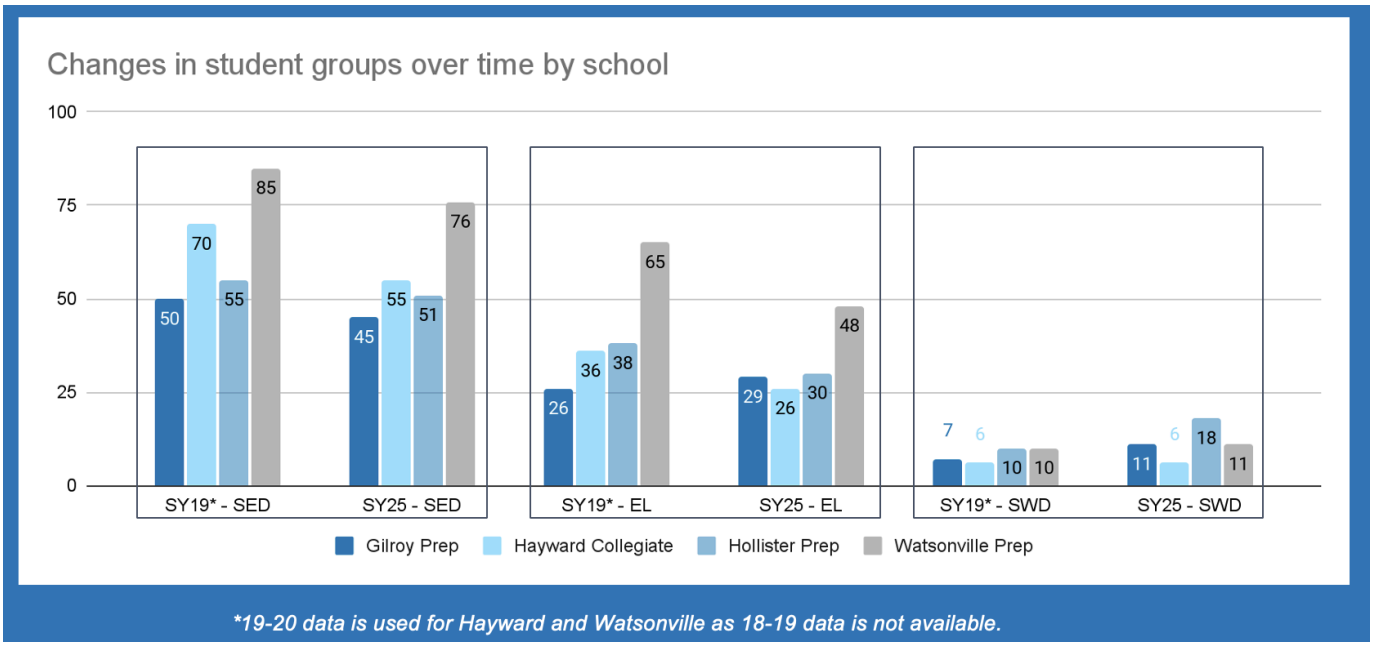
Navigator Schools Enrollment from SY2019 - SY2025

	SY19 Enrollment	SY25 Enrollment	% Change
Gilroy Prep	534	588	**+10%**
Hayward Collegiate	89	233	**+161%**
Hollister Prep	480	542	**+13%**
Watsonville Prep	168	497	**+196%**

Navigator Schools received the 2025 Charter School of the Year award from the California Charter Schools Association and a federal High-Quality Charter Management Organization Growth Grant of $12 million (See **Appendix C**). Navigator Schools has also received funding from the Schwab Foundation, the Silicon Schools Fund, and the Charter Schools Growth Fund.

Our school populations generally reflect the communities in which they are located. Over the last five years, the percentage of students with disabilities at Navigator grew from 8% in SY19 to 12.5% in SY25 (and currently range from 8% to 17%). During the same period, the percentage of socioeconomically disadvantaged students rose from 52% to 57%, and the percentage of Multilingual Learners grew from 32% to 34%. In Monterey County, our intent is to serve communities that closely match Watsonville Prep School, with over eighty-five percent of students eligible for free or reduced-priced meals and high concentrations of multilingual learners, with a full-inclusion special education program.





Monterey County Prep will be located in three high need neighborhoods of the following communities depending on our ability to locate suitable facilities: Salinas, Seaside/Marina, and Soledad (south County).

Founding Team

Monterey County Prep's Founding Team, inclusive of founding staff, the MC Leadership Council, and the Navigator Board of Directors, is deeply committed to educating all students in grades TK-12 and ensuring the fulfillment of our mission, which is to equip students to be learners and leaders in high school, college, and beyond. We develop top-tier teams of educators who continuously improve and innovate schools that deliver phenomenal outcomes for all students, regardless of their circumstances. The Founding Team is included in **Appendix B.** Highlights of the team are listed below.

Navigator Schools Board

The Navigator Schools Board is the fiduciary board for all Navigator Schools. It meets at least six times per year, is governed by the Brown Act, and is responsible for regulatory compliance, financial, academic, safety, and policy oversight of the Navigator Schools.

Rosie Arroyo, Parent
Nora Crivello, Chair, President & CEO of Westpak
Ian Connell, Vice-Chair, Managing Partner, Charter School Growth Fund

Chuck Daggs, Retired Executive VP and Managing Director of Wells Fargo's Wealth Management Group
Anthony Di Vittorio, Parent Representative, Senior VP, Business Banking Market President, BMO
Claire Grissom, Parent Representative, Coordinator of College and Career Readiness at San Benito High School
Shara Hedge, Chief Schools Officer of Alpha Public Schools
Jan Mazyck, Advisor, U.S. Department of the Treasury
Margaret ("Macke") Raymond, Pd.D., Hoover Distinguished Research Fellow Macke Raymond, founder and director of the Center for Research on Education Outcomes (CREDO) at Stanford University
Niña Rosete, Chief Operating Officer, Data Design
One vacancy is available to increase geographic and professional diversity.

Staff Leadership

Shauna Schmidt, Founding Principal of Monterey County Prep, Salinas

Shauna Schmidt is the Founding Principal of Salinas Prep School, Navigator's newest campus in Salinas, California. In her current role, Shauna is responsible for building the foundation of the school from the ground up. Alongside the CEO and CAO, she supports the petition and approval process, while also securing facilities, recruiting students, and engaging deeply with the Salinas community to ensure that the school launches strong and aligned to community needs. Shauna began her career in education after working as a behavioral therapist, tutor for students with special needs, and preschool educator. She then entered the classroom as a teacher-in-training, later serving as a teacher and eventually Vice Principal at Gilroy Prep School, Navigator's flagship school site. In her leadership role at GPS, Shauna was instrumental in supporting staff development and student success, contributing to the school's reputation as a top-performing TK–8 in the district.

At the network level, Shauna has led professional development sessions for both new and returning staff, trained teachers in effective curriculum implementation, and supported the rollout of key instructional adoptions, including Illustrative Math and Bookworms. Her leadership reflects a balance of instructional excellence and a strong commitment to community engagement.

A proud Salinas native, Shauna has long advocated for expanding Navigator's presence into her hometown. She is passionate about educational equity, early literacy, and ensuring that every student has access to the education and supports they deserve. Her community-focused approach has already brought tangible impact to families through initiatives such as free book distributions and tutoring opportunities for Salinas children.

Education: AA in Psychology, Monterey Peninsula College; BA in Psychology, California State University, Monterey Bay; Teaching Credential, National University; Cleared Teaching Credential, CalStateTEACH;

Relay Instructional Leadership Professional Development; Charter Schools Development Center Leadership Intensive Training; Ascend in Leadership; Valor Compass Leadership Training.

Caprice Young, Ed.D., Chief Executive Officer and Superintendent

Dr. Young's father graduated from Santa Ana High School, and her husband from Villa Park High School. She is a transformational superintendent who began her career in public finance and technology. She became an internationally recognized education technology leader after serving as president of the Los Angeles Unified School District Board of Education (1999-2003). In 2023, Dr. Young was tapped to be CEO and Superintendent of Navigator Schools, the highest-performing public schools on California's Central Coast, with a mandate to open new schools. Before that, she was the President of the Education Growth Group and the superintendent of several charter school networks, including the Inner-City Education Fund Public Schools (4,500 students grades K-12), Magnolia Public Schools (4,000 students K-12), iLead Public Schools (6,000 students K-12), and Learn4Life (40,000+ students 9-12). Dr. Young currently serves on the boards of the Fordham Foundation and Institute (Audit and Revenue Committee), the Larta Institute (Compensation Committee), Fenton Charter Schools, Olivela.com, and the El Dorado Statewide SELPA. She received the Coro Crystal Eagle for Excellence in Public Service, the California State University Los Angeles Distinguished Educator of the Year Award, and the National Charter School Hall of Fame membership. She is the founding CEO and president of the California Charter Schools Association.

Education: Ed.D. UCLA; M.P.A. USC; and B.A. (History) Yale University.

Kirsten Carr, Chief Communications & Engagement Officer

Kirsten is the Chief Communications & Engagement Officer for Navigator Schools, focusing on strong school culture, expanded learning opportunities for all scholars, and strong ties with the local community, while also maintaining strong relations with authorizers. As a parent of two charter school alumni, Kirsten has been a public charter school advocate for over 20 years. With a career history in community development and communications, her commitment to partnering with families, staff, and scholars is foundational. In the position of executive director of two nonprofits, including the Oldtown Salinas Association, she has focused her attention on improving and strengthening the business activity and community cohesiveness of both of those communities. Kirsten serves on the Board and, as a past president, on the Strategic Planning Group of the Gilroy Garlic Festival.

Education: B.A., Virginia Tech; Santa Clara University, Elementary Education Credential; Leadership Gilroy; Leadership Salinas Valley; Valor Compass in Leadership Fellowship.

James Dent, Chief Impact Officer and Founder

James Dent is the Founder and Chief Academic Officer of Navigator Schools, a nonprofit charter management organization that operates high-performing K-8 charter schools near San Jose. He initially

founded Navigator with a team of dedicated educators and parents, aiming to create student-focused schools that bridge the achievement gap and provide all children with opportunities to reach their potential. Under James' leadership, the flagship school, Gilroy Prep, achieved an API score of 978 in 2012, surpassing every school in Santa Clara County.

James is committed to empowering leaders and educators, helping them become top professionals in their field. His passion for innovation is evident in Navigator's evolving blended learning model, which adapts to the diverse needs of students. He extends Navigator's influence by sharing best practices, collaborating with other school leaders, and offering free training to educators.

Before founding Navigator, James advanced through various roles in public schools, from Teacher to Assistant Principal to Principal. Throughout his career, he consistently delivered exceptional student outcomes through high-quality teaching and strong student engagement.

Education: M.Ed., Ed. Leadership & Admin., SJSU; TCMS, Chapman University; B.A., Environmental Studies, UC Santa Barbara

Crystal O'Rourke, Chief Academic Officer

In Crystal's two decades of experience in education, she has worn a number of educational hats. As a founding teacher at Gilroy Prep School (GPS), Navigator's flagship school site, Crystal was instrumental in building out the instruction and coaching model that was adopted at future Navigator schools. In the five years that Crystal served as a school leader at GPS, the school continually outperformed all other K-8 schools in the district on the California state test, consistently made Innovate Public Schools' top performing schools list, and was the first Navigator school to receive a California Distinguished School award.

At the network level, Crystal led Navigator's external model-providing department as the Director of Model Implementation, coaching other school leaders across California and in Washington state. As a CDE RTAC grant recipient, she led Communities of Practice groups and professional development sessions for school leaders throughout California, allowing Navigator to considerably scale its model-providing work.

As Director of Schools and now CAO, Crystal coaches and supervises all school principals, ensuring the Navigator mission and academic model are upheld at high standards at all four campuses. She also oversaw the piloting and adoption of Navigator's math and ELA curricula across the network, equipping leaders to launch and implement the adopted programs with high-quality professional development and coaching.

Education and Accreditation: BA and M.Ed. from UC Santa Barbara, Relay Graduate School of Education Instructional Leadership Program, Thinking Maps Trainer of Trainers, Clear CA Administrative Credential

Education

Noël Russell- Unterburger, Chief Financial & Operating Officer

Noël Russell- Unterburger is a results-driven Chief Financial and Operations Officer with over 25 years of leadership experience specializing in financial management, operational strategy, and cross-functional integration. Her expertise spans accounting, budgeting, forecasting, and financial analysis, complemented by oversight of technology, human resources, procurement, facilities, and administration to drive organizational efficiency.

She has a proven track record of delivering measurable impact, including building a $20M business reserve within six months, securing $16M in debt service savings, and managing budgets exceeding $120M. These achievements reflect her ability to execute complex financial strategies aligned with long-term organizational goals. Beyond technical expertise, she excels at communicating complex financial concepts to diverse stakeholders, fostering collaboration across departments, and ensuring alignment with strategic objectives.

Committed to ethical leadership, she prioritizes compliance, integrity, and sound decision-making. As a former Board President of the Magnolia Educational and Research Foundation and current Board Treasurer for YWCA San Gabriel Valley, she brings a values-driven approach to leadership, contributing to meaningful community initiatives. Noël is passionate about mentoring future finance leaders and believes in empowering teams to achieve sustainable success.

Education: Executive M.B.A. & B.S. in Management, Pepperdine University Graziadio Business School

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Element A: Educational Program

"The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an 'educated person' in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." Education Code Section 47605.6(b)(5)(A)(i)

"The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals." Education Code Section 47605.6(b)(5)(A)(ii)

"If the proposed charter school will enroll high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered to be transferable to other public high schools." Education Code Section 47605.6(b)(5)(A)(iii)

"If the proposed charter school will enroll high school pupils, information as to the manner in which the charter school will inform parents as to whether each individual course offered by the charter school meets college entrance requirements. Courses approved by the University of California or the California State University as satisfying their prerequisites for admission may be considered as meeting college entrance requirements for purposes of this clause." Education Code Section 47605.6(b)(5)(A)(iv).

Mission

Navigator Schools equips students to be learners and leaders in high school, college, and beyond. We develop top-tier teams of educators who continuously improve and innovate schools that deliver phenomenal outcomes for all students, regardless of their circumstances.

Educational Philosophy

Navigator Schools believes that all students—regardless of race, socioeconomic status, home language, special education need, or zip code—have the fundamental right to a quality education. Fulfilling that right allows students to access lives of opportunity and choice. This is not only our community's most pressing challenge but also our highest priority. In Monterey County, observable and measurable gaps in

academic achievement begin in kindergarten, leading to long-term consequences for future academic success, access to professional opportunities, and the civic and economic well-being of our city.

One must come to terms with the realities of our current educational system. Statewide, college attainment rates remain abysmal. According to a recent report by the Public Policy Institute, only about 30% of California's current ninth graders are expected to earn a bachelor's degree. The study also indicated a large portion of students fall off track during their last two years of high school or their first two years of college.[1] In addition, the cost of attaining a college degree continues to rise. A recent report by the California Budget and Policy Center found tuition and fees at the University of California increased sixfold between 1979 and 2019, even after controlling for inflation. Tuition and fees required to attend a California State University increased 1,360% during the same period.[2] Despite these disheartening statistics, research still indicates workers with higher levels of education are outpacing their peers in terms of lifetime earnings.

Monterey County Prep (MCP) is grounded in five core beliefs, known as Navigator's Compass Points, which drive our mission and serve as the bedrock of our educational philosophy. All of we share these beliefs. They are built upon best practices observed at our four current sites and an in-depth study of high-performing schools both locally and nationally.



In founding MCP, and in alignment with the Charter Schools Act and the Eight State Priorities, we aim to offer the highest quality education for the most underserved students in Monterey County, CA. To build on this vision and address the challenges faced by our community, MCP has identified these five critical principles, which serve as our compass points. They guide our approach to bridging achievement gaps, fostering student growth, and preparing every child for a successful future, ensuring that our school becomes a true anchor for the community.

MCP will work with students continuously from kindergarten through 12th grade, serving students in a small, community-based school setting. This structure will allow for deep and meaningful relationships with students and parents and will ensure that staff members are well-informed of the individual needs of each student. The design of MCP has been impacted significantly by high-performing schools across the nation leveraging structures similar to those described below to attain excellent

[1] Public Policy Institute of California. (2017, November 27). Less than a third of state's 9th graders likely to earn a bachelor's degree. https://www.ppic.org/press-release/less-than-a-third-of-states-9th-graders-likely-to-earn-a-bachelors-degree/
[2] California Budget & Policy Center. (n.d.). Creating an affordable-college model for California. https://calbudgetcenter.org/resources/creating-an-affordable-college-model-for-california/

educational outcomes for students. Current Navigator Schools, Gilroy Prep, Hollister Prep, Watsonville Prep, and Hayward Collegiate, illustrate the model's success and will serve as resources for success at MCP.

From TK through 12th grade, the following key elements will define a student's experience at MCP. While each element will look and feel different over the course of each student's years at MCP, the following elements illustrate the essence of the MCP educational experience.

Navigator believes learning best occurs when the following elements are in place at a school:

- A strong culture of excellence
- Data-driven instruction
- Consistent coaching and feedback for all staff
- Robust multiple tiers of support for academics and behavior
- State of the art technology to prepare students for the future

Compass Point #1: A Strong Culture of Excellence Drives Learning

Learning thrives in an environment where high expectations for academic achievement and behavior are maintained. At MCP, students will be supported by skilled and dedicated staff who foster strong connections, creating an atmosphere where every student feels valued and challenged. Celebrations of growth and success will be woven into the school day, ensuring all students are recognized and motivated. Consistent routines and clear expectations build trust between staff and students, reinforcing a culture where mistakes are viewed as learning opportunities and every student is met at their academic level, keeping them engaged and driven.

A thriving school culture depends on the well-being and alignment of staff members. At MCP, educators are mission-driven and supported through a coaching model designed to value and uplift their efforts. By emphasizing continuous improvement, the school incorporates daily recognition and celebrations for the hard work and accomplishments of the education team, ensuring a positive and committed staff culture.

Compass Point #2: Data-Driven Instruction Maximizes Student Achievement

MCP believes in the power of data-driven instruction to ensure every student reaches their full potential. Teachers and leaders analyze daily and monthly assessments to monitor progress and identify students who need additional support in mastering the Common Core State Standards ("CCSS"). Flexible, tiered interventions are then implemented to address individual learning needs. At MCP, understanding student progress through constant check-ins ("CFUs") is standard practice.
To support this approach, MCP follows a structured data cycle:

- Set goals
- Plan instruction
- Teach and adapt
- Assess
- Analyze and adjust

All instructional activities, from academic centers to full-class lessons, align with the CCSS, Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development ("ELD") Standards, and the remaining State Content Standards (collectively referred to as "State Standards"). Teachers receive extensive support and training to ensure they deeply understand these standards and are empowered to create and select materials that align with them.

Compass Point #3: Continuous Coaching Enhances Teaching Quality

"By receiving weekly observations and feedback, a teacher develops as much in one year as most teachers do in twenty." (**Leverage Leadership**, Paul Bambrick-Santoyo, Jossey-Bass 2012)[3]
Navigator believes that developing a highly skilled teaching staff is essential for student success.

Teachers receive daily observations and weekly coaching sessions focused on areas such as classroom management, instructional rigor, and leadership. This approach is rooted in the philosophy that regular, targeted feedback accelerates teacher development. Tools like observation and feedback sessions, three-way coaching, lesson planning support, and live coaching are used to maximize instructional effectiveness.

In addition to weekly coaching, professional development courses are offered throughout the school year. Two weeks of intensive pre-service training and ongoing professional development sessions reinforce the school's mission, culture, and best practices. MCP also learns from and adapts strategies from other high-performing schools, with a coaching model influenced by the Relay Graduate School of Education, ensuring that coaches are well-equipped to support staff growth.

Compass Point #4: Personalized Learning Ensures Equity Through Multi-Tiered Systems of Support ("MTSS")

Navigator uses a MTSS framework, which includes Positive Behavioral Interventions and Supports ("PBIS"), Response to Intervention ("RTI"), and Universal Design for Learning ("UDL"). This comprehensive approach provides resources and strategies to meet the academic, social-emotional, and behavioral needs of all students.

[3] Bambrick-Santoyo, P. (2012). Leverage leadership: A practical guide to building exceptional schools. Jossey-Bass.

Aligned with the recommendations of California's Statewide Task Force on Special Education, MCP's use of tiered supports helps students receive interventions before they fall significantly behind. This framework ensures that curriculum, technology, and instructional strategies are intentionally designed to support achievement and foster a school culture where equity and access are priorities, regardless of ability, socioeconomic status, gender, or ethnicity.

Compass Point #5: Technology as a Catalyst for Student Success

Technology plays an essential role in enhancing learning and instructional methods at MCP. Teachers use technology to receive real-time feedback on student performance, enabling them to provide timely support and celebrate progress. Students, in turn, use technology to develop new skills, collaborate, and reach their full potential. This approach also allows for more personalized, small-group instruction, ensuring all students receive the attention they need.

MCP implements one-to-one technology across classrooms, using adaptive software that adjusts instruction based on individual student performance. Programs such as Fast Math, Read Naturally, ST Math, IXL, and Khan Academy offer students opportunities to practice at their level, supporting learning in math and language arts. These tools ensure all students achieve academic success and are well-prepared for future challenges.

How Learning Best Occurs: Key Educational Elements of MCP

At MCP, we believe that every student can achieve excellence when given the right environment, tools, and support. Our approach is rooted in rigor, relevance, and responsiveness. We are committed to not just teaching but inspiring a love of learning that propels students beyond expectations, equipping them with the skills necessary to thrive in college, career, and life. We know that true learning happens when students are engaged, challenged, and supported through every stage of their academic journey.

1. Instructional Approach and Teaching Methods

Our teaching methods are designed to unlock the full potential of every student, regardless of their background or abilities. MCP classrooms are vibrant, dynamic spaces where instruction is both rigorous and responsive:

- **Differentiated Instruction:** We recognize that every learner is unique, so our instructional approach is tailored to meet the diverse needs of our students, including Multilingual Learners, students with Individualized Education Programs ("IEPs"), and advanced learners. Our educators employ strategies like small group instruction, individualized support, and scaffolding, ensuring that each student is met where they are and guided to exceed their goals.
- **Data-Driven Instruction:** We are relentless in our pursuit of excellence. Every day, our teachers engage in a cycle of assessment, analysis, intervention, and re-teaching, using data as the

compass that guides lesson planning and instructional adjustments. By making data-driven decisions, we ensure all students master the content, creating a culture where achievement is measurable, visible, and celebrated.

- **Inquiry-Based Learning:** At MCP, we foster a spirit of curiosity and critical thinking. Our classrooms are spaces where questions are encouraged, investigations are launched, and problem-solving skills are developed. By embedding inquiry into our instructional model, we prepare students to navigate complex challenges confidently and creatively.

2. Curriculum Design and Alignment

Our curriculum is more than a collection of lessons; it is a carefully crafted pathway designed to prepare students for a life of opportunity:

- **Standards Alignment:** Our curriculum aligns with the State Standards. We use a backward mapping approach, ensuring every lesson builds toward mastery of these standards, and our teachers are equipped with the necessary resources to bring these lessons to life.
- **Integration of Technology:** Technology is a powerful tool for personalized learning. In our classrooms, adaptive software and interactive digital tools help tailor instruction to each student's needs, enhancing engagement and providing immediate feedback. Students use technology not just as a means of practice but as a platform for exploration, creativity, and collaboration.
- **Spiraled Curriculum:** Learning at MCP is a continual journey where concepts are revisited and reinforced. Our spiraled curriculum revisits key ideas throughout the year, ensuring students deepen their understanding through continuous practice and application.

3. Classroom Environment and Management

Creating a structured yet joyful environment is critical to fostering growth:

- **Student-Centered Learning:** Our classrooms are spaces where students take ownership of their learning. Collaborative projects, goal-setting exercises, and leadership opportunities encourage students to be active participants in their educational journey, building confidence and a sense of agency.
- **Positive Behavior Supports:** We believe that every student deserves a safe and supportive environment. Through our PBIS framework, we promote positive behavior and social-emotional skills, ensuring that all students feel secure, valued, and ready to learn.
- **Culture of Error and Growth Mindset:** Mistakes are a natural part of learning, and at MCP, they are embraced as opportunities for growth. Our classrooms are places where students feel safe to take risks, knowing they are supported by teachers who believe in their potential and who model a growth mindset.
- **Independent Study:** MCP recognizes the benefits of independent study and its ability to offer differentiated learning for students. The Charter School plans to offer independent study and shall adhere to all applicable sections of the Education Code in doing so (e.g., Education Code Sections 47612.5 and 51744, et seq.). The Charter School shall also adhere to all applicable

independent study Regulations, specifically Title 5, California Code of Regulations Sections 11700 et seq. This includes, at a minimum, the creation and execution of independent study written agreements, creation and adoption of a Board policy regarding independent study, appropriate maintenance of student work product, staffing that complies with the required pupil-to-teacher ratios, and geographic limitations on the place of residence of the pupils. In addition, the Charter School shall comply with Education Code Section 51747.3 and shall not provide any "thing of value" to pupils that a school district could not legally provide to its pupils. Additionally, independent study will account for no more than 20% of the Charter School's attendance.

4. Use of Assessments and Feedback

To us, assessments are tools for growth rather than just metrics of performance:

- **Formative and Summative Assessments:** Our assessment approach is comprehensive and continuous, ranging from daily exit tickets to periodic quizzes and standardized tests. These assessments inform our instructional practices, allowing us to intervene early and often to support student success.
- **Feedback Loops:** Feedback is immediate, actionable, and integral to our teaching approach. Students receive personalized feedback that empowers them to reflect, set goals, and strive for continuous improvement. Our teachers are trained to use this data to refine their methods, ensuring every student moves forward.

5. Professional Development and Teacher Support

We understand that excellent teaching is the foundation of student success, and we invest heavily in our educators:

- **Ongoing Training:** Our professional development program is designed to equip teachers with the latest best practices, instructional techniques, and data-driven strategies. With dedicated time for training before the school year and ongoing sessions throughout the year, our teachers are continually growing and refining their craft.
- **Coaching and Observation:** Regular observations and feedback sessions are a cornerstone of our approach. Teachers are supported through one-on-one coaching, collaborative professional learning communities ("PLCs"), and structured professional development days, ensuring they have the support they need to excel.

6. Multi-Tiered System of Supports

Our commitment to equity and excellence is reflected in our tiered support system:

- **Tiered Intervention Framework:** At MCP, we provide a structured MTSS approach that includes academic, behavioral, and social-emotional interventions. This tiered system ensures that all students receive the appropriate and timely support they need to thrive.
- **Inclusive Education Practices:** We prioritize equity, ensuring every student, including those with special needs, has access to quality education. Through co-teaching models, pull-out

interventions, and IEPs, we tailor our approach to meet the needs of every learner.

7. Integration of Social-Emotional Learning ("SEL")

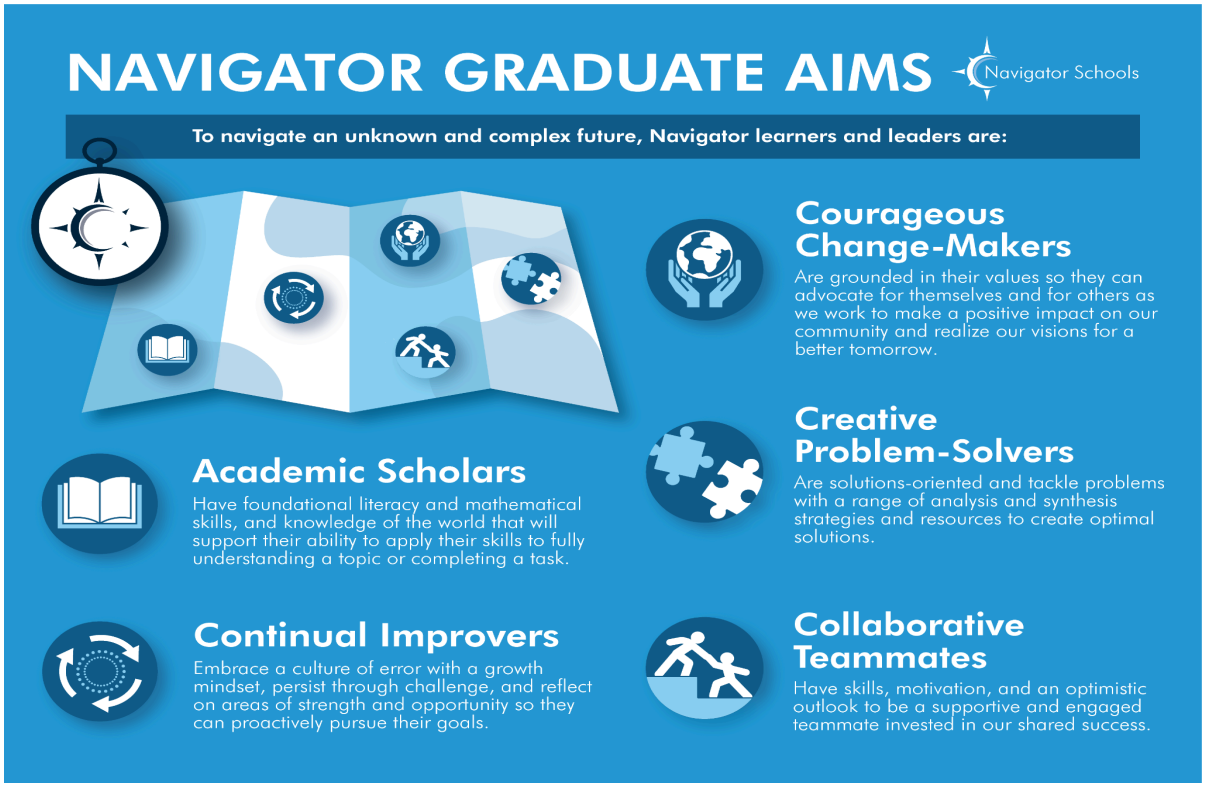
Learning is not only an academic pursuit but a social and emotional one as well:

- **SEL Curriculum:** We selected an SEL curriculum aligned with the CASEL framework, ensuring a comprehensive approach to social-emotional learning that nurtures the whole child. By fostering a sense of belonging and community, this curriculum supports students in developing the five core SEL competencies: self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Through check-ins, structured community-building activities, and intentional lessons on emotional intelligence, students build the skills necessary to navigate challenges, develop resilience, and grow as individuals. This deliberate focus on emotional and social development ensures that students are prepared for academic success and equipped with the interpersonal and self-regulation skills needed to thrive in school, work, and life. Please see **Appendix E**.

The Educated Person in the 21st Century

There are hard and soft skills that an educated person in the 21st Century requires, and which inform a clear goal of our unique schools. MCP provides a supportive learning environment where students can develop Navigator's graduate aims, which envision students as collaborative change-makers who are ready to lead and support one another. Regardless of what the future holds, we believe the Graduate Aims will prepare students to navigate it.

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Academic Scholars: Students develop foundational literacy and mathematical skills, and knowledge of the world that will support their ability to apply their skills to fully understanding a topic or completing a task.

- **Focus on Foundational Skills:** Navigator students develop strong reading, writing, and math skills, along with a broad understanding of the world, to help them engage deeply with their learning. In K-5, students learn for a portion of the day in small groups for both reading and math. Across K-12, Navigator invests heavily in academic interventions for all students.
- **Higher-Order Thinking:** Instead of memorizing facts, students analyze information, think critically, and apply their knowledge to solve problems. In all classrooms, teachers expect students to defend their answers with proper evidence and reasoning. Starting in middle school, students complete lessons in 'Squads' of three students, which further puts the academic lift on them.

Continual Improvers: Students thrive in culture of error and develop a growth mindset.

- **Culture of Error:** Navigator students see mistakes as a natural and valuable part of learning. Teachers encourage a growth mindset, so students understand that effort and perseverance lead to improvement.
- **Student Data Trackers:** All students have individual academic data trackers, allowing them time to reflect on their strengths and areas for growth. Students set meaningful goals and take

ownership of their learning. This mindset builds resilience in academics and also prepares students for lifelong success.

Courageous Change-Makers: Students are grounded in their values, so they can advocate for themselves and others.

- **SEL Program:** Through our SEL program, Navigator students develop a strong sense of their values, which helps them understand their role in the world and how they can make a difference. Weekly, all students participate in a 'circle' reflecting on their experiences, values, and actions.
- **Advocate:** Students are empowered to speak up for themselves, whether asking for help in a lesson or standing up for what they believe is right. Students also learn to advocate for others, practicing empathy by working in small groups or Squads.

Creative Problem-Solvers: Students are solutions-oriented and tackle problems with a range of resources and strategies.

- **Productive Struggle:** Navigator students approach challenges with a solutions-oriented mindset, using their critical thinking and creative abilities. When students encounter difficulties, they keep trying, seek feedback, and adjust their approach until they reach their goal.
- **Academic Heavy Lifting:** Teachers use strategies to encourage students to draw on various resources—such as texts, collaboration with peers, and their experiences. Rather than give the correct answer, teachers use discussion strategies to put an academic heavy lift on students.

Collaborative Teammates: Students have the skills and motivation to be supportive teammates.

- **Peer Discussions:** In grades K-5, Navigator students develop collaboration skills needed to work effectively with others toward a common goal. In lessons, students have multiple opportunities to engage in peer discussions, which develops their ability to take turns and build upon someone else's thinking.
- **Squads:** By grades 6-12, students understand that teamwork requires clear communication, active listening, and a willingness to support their peers. Rather than focusing only on their individual academic success, students must help their classmates grow and succeed as well. In Squads, students embrace challenges together, celebrate achievements, and build a strong sense of community and shared purpose. Through Navigator's squads model, students practice collaborative skills in every lesson of every day.

Population To Be Served By The Charter School

Navigator's proposed schools will be founded to educate the underserved students of Monterey County, focusing on the neighborhoods with students from the most underserved sub-groups. Our schools' demographics reflect our focus communities, with 80% of students coming from homes with low sMCio-economic status and most qualifying as Multilingual Learners ("ML"). Navigator will focus its

student recruitment efforts to build a student population that reflects our intended demographics of a high percentage of students qualifying for the Free and Reduced Price Meal ("FRPM") program.

Home to a diverse and growing population, Salinas, Seaside, and Soledad/Greenfield are vibrant communities in Monterey County, California. While each area has unique characteristics, they share common socio-economic challenges. Median household incomes in these communities often fall below the county average, impacting access to resources and opportunities. In terms of educational attainment, high school graduation rates are relatively strong, yet college completion remains low, with many students facing barriers to higher education. These areas also have linguistically diverse populations, with a significant percentage of residents speaking a language other than English at home. Additionally, a substantial portion of students qualify for free or reduced-price lunch, underscoring the need for high-quality opportunities to support academic achievement and upward mobility.

MONTEREY COUNTY DATA TABLES

Navigator proposes establishing three locations in some of Monterey County's highest-need areas to address critical educational gaps. Potential locations for these schools have been identified, and projected opening dates have been outlined. However, these timelines and specific locations may be adjusted based on market conditions and the availability of suitable real estate in our focus areas.

Figure 2: Projected School Locations & Target Open Dates

Proposed Location	Target Zip Codes	Target Open School Year
Salinas Prep	93901, 93905, 93906, 93907, and 93908	2026-2027
Seaside/Marina Prep	93933, 93940, 93955	2028-2029
Soledad/Greenfield	93927, 93960	2030-2031

Navigator selected our target areas based on demonstrated need, prioritizing communities with high percentages of Hispanic/Latino, Multilingual Learners, and socioeconomically disadvantaged students—populations we have a strong track record of successfully educating. **Figure 3** provides a detailed racial demographic breakdown for the community surrounding each proposed site. **Figures 4** provide the economically disadvantaged and EL rates for public and charter schools in each of the focus areas.

Figure 3: Monterey County Student Demographics near Proposed Schools[4]

Race	Monterey County	Salinas Prep	Soledad (Greenfield) Prep	Seaside Prep
White	7310	320	112	1875
Black	701	41	20	460
American Indian and Alaskan Native	198	72	13	30
Asian	1052	38	39	421
Pacific Islander	219	16	5	139
Two or more races	1494	125	18	482
Hispanic or Latino of any race	59875	7477	7819	6084

Figure 4.1: School Demographics near Monterey County (MC) Prep [Salinas][4]

School	Socioeconomically Disadvantaged	English Language Learners
Salinas City	**69.7%**	**47.7%**
Navigator Schools	**56.6%**	**29.6%**
Boronda Elementary	42.4%	33.7%
Boronda Meadows	77.1%	55.3%
El Gabilan Elementary	78.3%	59.1%
Henry F. Kammann	73.2%	50.9%
Laurel Woods	60.2%	28.8%

[4] California Department of Education. (2024). Charter school enrollment data, 2023-24. Retrieved March 3, 2025, from https://dq.cde.ca.gov/dataquest

Lincoln Elementary	27.6%	21.1%
Loma Vista	73%	60.2%
Los Padres	80.5%	68.4%
Mission Park	54.6%	15.4%
Monterey Park	65.8%	30.1%
Natividad	78.9%	59.7%
Roosevelt	81.1%	56.1%
Sherwood Elementary	90.2%	73.1%
University Park	70.3%	34.4%

Figure 4.2: School Demographics near MC Prep [Seaside][5]

School	Socioeconomically Disadvantaged	English Language Learners
Monterey Peninsula	**68.5%**	**32.4%**
Navigator Schools	**56.6%**	**29.6%**
Del Rey Woods	87.9%	45.1%
Dual Language Academy	77.8%	47.8%
Marshall Elementary	55.4%	10.9%
International School of Monterey	32.1%	23.2%
Ione Olsen	68.2%	19.8%
JC Crumpton Elementary	59.6%	14.2%
La Mesa	45.3%	16.7%
Los Arboles Middle	75.5%	21.3%
Marina Vista	83.5%	33.5%
Martin Luther King	89.2%	50.4%
Monte Vista	45.9%	10.3%
Ord Terrace	91.2%	48.6%
Seaside Middle	83.5%	41.7%

Figure 4.3: School Demographics near Soledad/Greenfield[Site 3][5]

School	Socioeconomically Disadvantaged	English Language Learners

[5] California Department of Education. (2024). Charter school enrollment data, 2023-24. Retrieved March 3, 2025, from https://dq.cde.ca.gov/dataquest

Soledad Unified/ Greenfield Union Elementary	**87.3%/82.3%**	**33.5%/57%**
Navigator Schools	**56.6%**	**29.6%**
Frank Ledesma	89.7%	46.6%
Gabilan Elementary	92.5%	55.7%
Jack Franscioni	85.4%	33.7%
Main Street Middle	89.8%	29.3%
Rose Ferraro Elementary	81.7%	41.9%
San Vicente Elementary	92.8%	56.1%
Arroyo Seco Academy	83.5%	56%
Cesar Chavez Elementary	70.2%	52.6%
Mary Chapa Academy	90.1%	67.1%
Oak Avenue Elementary	86.7%	58.6%
Vista Verde Middle	80.5%	50.2%

We know education is inextricably linked to income, and research has shown college graduates earn more money than their counterparts and are less likely to be unemployed. College graduates are also unique in other ways – they are more likely to "vote, to volunteer, to have healthy life practices, and even to have better mental health."[6] These values are critical to what makes a great citizen and what will alleviate the gaps in poverty in Monterey County, as more of our students have the elementary foundation to grow into citizens with strong characteristics and attributes.

College graduation as a prerequisite to many career or job opportunities is steadily rising, making our students highly ill-equipped for the 21st-century workforce. Marie Lynch, the CEO of Skills for Chicagoland's Future, articulates this concern when she states that "the other worrisome factor is the cascading effect this could have on youth trying to obtain entry-level jobs…this trend means we have to increase attention and resources on this problem of unemployment." [7]

Adequate academic preparation for college programs and the workforce demands to ensure students can transition smoothly into adulthood and independent living, earn higher annual salaries, and contribute in meaningful ways, both economically and socially, to their families and community. This foundation begins as early as TK and encompasses all elementary grades. Students attending low-performing K-8

[6] U.S. Census Bureau. (n.d.). Educational attainment in the United States: 2020. U.S. Department of Commerce.

[7] City of Chicago. (2017, December 15). Mayor Emanuel and Skills for Chicagoland's Future announce new initiative to place unemployed youth into jobs with career pathways and higher education.

schools are more likely to enter high school significantly behind grade level. Moreover, students who fail to read by the end of third grade are unlikely to graduate from high school, losing the ability in most instances to access and graduate from college. [8]

In each of our focus communities, the urgency for strong, high-performing academic programs that prepare each of our students for college, starting at the elementary level, is critical. The English and mathematics proficiency rates for the schools in each focus community are shown in **Figure 5.**

Figure 5.1: 2023-24 ELA Academic Proficiency near MC Prep [Site 1, Salinas][9]

School Name	3rd Grade ELA	5th Grade ELA	8rd Grade ELA
SCED	**20.41**	**29.01**	
Navigator Schools	**59**	**59**	**69**
Boronda Elementary	35.89	23.53	
Boronda Meadows	16.09	32.65	
El Gabilan Elementary	18.07	27.85	
Henry F. Kammann	19.36	29.9	
Laurel Wood	6.16	32.2	
Lincoln Elementary	43.48	56.06	
Loma Vista	11.54	13.23	
Los Padres	10	30.23	
Mission Park	24.49	33.34	
Monterey Park	25.42	36.56	
Natividad	13.89	17.07	
Roosevelt	11.62	30.88	
Sherwood Elementary	19.2	17.91	
University Park	32.8	28.3	

Figure 5.1: 2023-24 Mathematics Academic Proficiency near MC Prep [Site 1, Salinas]

School Name	3rd Grade Math	5th Grade Math	8rd Grade Math
SCE District	**26.06**	**18.51**	
Navigator Schools	**53**	**46**	**64**

[8] Hernandez, D. J. (2011). Double jeopardy: How third-grade reading skills and poverty influence high school graduation. Annie E. Casey Foundation.

[9] California Department of Education. (2024). CAASPP test results dashboard. Retrieved March 3, 2025, from https://caaspp-elpac.ets.org/

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Boronda Elementary	44.74	17.65	
Boronda Meadows	24.14	20.41	
El Gabilan Elementary	22.89	16.46	
Henry F. Kammann	27.37	19.59	
Laurel Wood	15.39	22.03	
Lincoln Elementary	43.48	62.12	
Loma Vista	19.23	5.88	
Los Padres	24.2	13.95	
Mission Park	22.45	20.84	
Monterey Park	25.42	26.88	
Natividad	12.73	3.57	
Roosevelt	11.49	21.42	
Sherwood Elementary	32.8	10.45	
University Park	38.36	13.3	

Figure 5.2: 2023-24 ELA Academic Proficiency near MC Prep [Site 2, Seaside][10]

School Name	3rd Grade ELA	5th Grade ELA	8rd Grade ELA	11th Grade ELA
Monterey Peninsula (MPD)	**34.58**	**41.03**	**31.95**	**50.97**
Navigator Schools	**59**	**59**	**69**	**n/a**
Del Rey Woods	23.53	27.53		
Dual Language Academy	15.15	43.9	28.57	
Marshall Elementary				
International School of Monterey	51.06	40	58.34	
Ione Olsen	27.27	32.7		
JC Crumpton Elementary	45.33	57.14		
La Mesa	60.56	61.67	47.62	
Los Arboles Middle			24.49	
Marina Vista	13.55	38.89		
Martin Luther King	7.7	20.48		
Ord Terrace	48.28	37.93		
Seaside Middle			32.35	

Figure 5.2: 2023-24 Mathematics Academic Proficiency near MC Prep [Site 2, Seaside]]

School Name	3rd Grade Math	5th Grade Math	8rd Grade Math	11th Grade Math
MPD	**34**	**23.35**	**17.02**	**17.38**
Navigator Schools	**53**	**46**	**64**	**n/a**
Del Rey Woods	23.53	8.57		
Dual Language Academy	13.89	16.28	39.29	
Marshall Elementary				
International School of Monterey	38.3	18	29.16	
Ione Olsen	20.0	23.08		
JC Crumpton Elementary	44	31.75		
La Mesa	65.76	50	38.1	
Los Arboles Middle			9.27	
Marina Vista	11.67	17.81		
Martin Luther King	17.73	6.02		

[10] California Department of Education. (2024). CAASPP test results dashboard. Retrieved March 3, 2025, from https://caaspp-elpac.ets.org/

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Ord Terrace	29.51	31.04		
Seaside Middle			13.29	

Figure 5.3: 2023-24 ELA Academic Proficiency near MC Prep [Soledad/Greenfield][11]

School Name	3rd Grade ELA	5th Grade ELA	8rd Grade ELA	11th Grade ELA
Soledad Unified School District (SUSD)/ Greenfield Union Elementary (GUED)	**30.21/22.74**	**37.97/25.98**	**26.65/24.7**	**48.5/n/a**
Navigator Schools	**59**	**59**	**69**	**n/a**
Frank Ledesma	31.58	48.2		
Gabilan Elementary	37.1	32.65		
Jack Franscioni	26.67	37.25		
Main Street Middle			26.62	
Rose Ferraro Elementary	33.87	51.92		
San Vicente Elementary	24	22.22		
Arroyo Seco Academy	18.07	16.47		
Cesar Chavez Elementary	21.65	22.23		
Mary Chapa Academy	24.29	28.72		
Oak Avenue Elementary	26.88	35.96		
Vista Verde Middle			24.7	

Figure 5.3: 2023-24 Mathematics Academic Proficiency near MC Prep [Soledad/Greenfield]

School Name	3rd Grade Math	5th Grade Math	8rd Grade Math	11th Grade Math
SUSD/GUED	**32.54/25.14**	**20.74/11.57**	**13.52/11.71**	**10.66/n/a**
Navigator Schools	**53**	**46**	**64**	**n/a**
Frank Ledesma	22.81	18.6		
Gabilan Elementary	26.16	17.31		
Jack Franscioni	35.52	19.61		
Main Street Middle			13.5	
Rose Ferraro Elementary	53.22	40.74		
San Vicente Elementary	25.33	12.5		
Arroyo Seco Academy	16.86	6.82		
Cesar Chavez Elementary	19.39	5.5		
Mary Chapa Academy	29.58	12.77		

[11] California Department of Education. (2024). CAASPP test results dashboard. Retrieved March 3, 2025, from https://caaspp-elpac.ets.org/

Oak Avenue Elementary	35.1	21.11		
Vista Verde Middle			11.71	

Figure 6 underscores the significant disparities in educational attainment and economic outcomes between the communities to be served by the Charter School's three campuses (Salinas, Seaside, and Soledad/Greenfield) compared to Monterey County as a whole. These gaps highlight the systemic challenges that students in these areas face, particularly in terms of high school and college graduation rates, which directly impact their economic mobility and long-term financial stability.

A lack of access to high-quality schools in these communities has contributed to notably lower high school and college graduation rates when compared to the broader Monterey County averages. While 88.7% of Monterey County residents hold at least a high school diploma, graduation rates are much lower in our focus communities:

- Salinas was ranked by WalletHub as one of the least educated metropolitan cities in the United States, ranking 143 out of 150
- Seaside has a high school graduation rate of 80.7% but only 23.3% have a bachelor's degree or higher.
- In Soledad 58.1% of the population has a high school degree with 7.2% having a bachelor's degree or higher.

These statistics indicate that students in these communities face barriers to completing high school, making it harder to access higher education and quality job opportunities.

Figure 6: Education and Income Comparison

	Salinas Prep	Seaside Prep	Soledad/ Greenfield Prep	Monterey County
High school graduate	58.1%	81.1%	54.1%	73%
Bachelor's degree	11%	27.4%	7.9%	28.9%
Median household income	$80,580	$82,300	$82,510	$88,035

Figure 7.1: 2023-24 Academic Proficiency Among Subgroups near Monterey County Prep [Salinas]

Subgroup	3rd Grade ELA	5th Grade ELA	8rd Grade ELA	11th Grade ELA
Students with Disabilities	2.99	4.8		
Navigator Schools	*22%*	*21.0%*		
Economically Disadvantaged	15.33	25.62		
Navigator Schools	*37%*	*45%*		
Multilingual Learners	8.44	8.37		
Navigator Schools	*24%*	*13.0%*		
Hispanic or Latino	18.4	27.1		
Navigator Schools	*46%*	*46%*		
White	45	44.64		
Navigator	*73%*	*91%*		

Subgroup	3rd Grade Math	5th Grade Math	8rd Grade Math	11th Grade Math
Students with Disabilities	7.46	6.4		
Navigator Schools	*27%*	*21.0%*		
Economically Disadvantaged	15.33	14.63		
Navigator Schools	*42%*	*37.0%*		
Multilingual Learners	8.4	5.6		
Navigator Schools	*32%*	*16.0%*		
Hispanic or Latino	24.84	16.87		
Navigator Schools	*45%*	*43.0%*		
White	37.5	35.71		
Navigator Schools	*92%*	*83%*		

Figure 8.2: 2023-24 Academic Proficiency Among Subgroups near Seaside Prep [Site 2]

Subgroup	3rd Grade ELA	5th Grade ELA	8rd Grade ELA	11th Grade ELA
Students with Disabilities	8.85	8.33	6.25	12.99
Navigator Schools	*22%*	*21%*	*13%*	*n/a*
Economically Disadvantaged	23.78	32.8	25	45.41
Navigator Schools	*37%*	*45%*	*56%*	*n/a*
Multilingual Learners	6.6	6.13	0.0	2.3
Navigator Schools	*24%*	*13%*	*11*	*n/a*
Hispanic or Latino	25	33.25	26.28	43.1
Navigator Schools	*46%*	*46%*	*60.%*	*n/a*

White	53.78	63.36	44.44	67.35
Navigator	*73%*	*91%*	*80%*	*n/a*

Subgroup	3rd Grade Math	5th Grade Math	8rd Grade Math	11th Grade Math
Students with Disabilities	12.39	5.83	3.16	1.33
Navigator Schools	*27%*	*21%*	*40%*	*n/a*
Economically Disadvantaged	23.22	17.31	12.34	11.93
Navigator Schools	*42%*	*37 %*	*50%*	*n/a*
Multilingual Learners	8.63	2.45	3.7	
Navigator Schools	*32%*	*16%*	*17%*	*n/a*
Hispanic or Latino	23.75	14	10.29	10.4
Navigator Schools	*45%*	*43.0%*	*60%*	*n/a*
White	53.79	47	40.28	29.54
Navigator Schools	*92%*	*83%*	*73%*	*n/a*

Figure 8.3: 2023-24 Academic Proficiency Among Subgroups near Soledad/Greenfield Prep [Site 3]

Subgroup	3rd Grade ELA	5th Grade ELA	8rd Grade ELA	11th Grade ELA
Students with Disabilities	10.59	8.71		3.17
Navigator Schools	*22*	*2%*	*13%*	*n/a*
Economically Disadvantaged	24.22	29.65	22.31	45.62
Navigator Schools	*37*	*45%*	*56%*	*n/a*
Multilingual Learners	14.66	5.17	3.92	13.79
Navigator Schools	*24%*	*13%*	*11%*	*n/a*
Hispanic or Latino	26.2	31.26	25.37	10.27
Navigator Schools	*46%*	*46%*	*65%*	*n/a*
White				
Navigator	*73%*	*91 %*	*80%*	*n/a*

Subgroup	3rd Grade Math	5th Grade Math	8rd Grade Math	11th Grade Math
Students with Disabilities	19.34	7.69		
Navigator Schools	*27%*	*21.0%*	*40%*	*n/a*

Economically Disadvantaged	25.89	14.44	10.95	8.9
Navigator Schools	*42%*	*37.0%*	*50%*	*n/a*
Multilingual Learners	17.48	5.17	1.04	
Navigator Schools	*32%*	*16.0%*	*17%*	*n/a*
Hispanic or Latino	28.18	15.6	12.67	47.27
Navigator Schools	*45.0%*	*43%*	*60.%*	*n/a*
White				
Navigator Schools	*92%*	*83%*	*73%*	*n/a*

Community Need for the Proposed School

Navigator will contribute to the work of the districts in Monterey County by creating a uniquely different model of education for students still struggling in the existing public school options. Navigator shares the curriculum, pedagogy, and organizational processes that celebrate diverse students and learning styles and hopes to serve the larger Monterey County educational community through this sharing and collaboration. In addition, Navigator intends to share best practices regarding developing student agency and self-directed learning. Data from Navigator's existing schools illustrate our unique instructional models offer a different way for students to receive a high-quality education, especially for those students who struggle in more traditional school models.

Navigator students are succeeding across the board in all four of our current schools. On average, Navigator students are outperforming their peers across the state, with significant differences when compared to students in the area surrounding our proposed locations in Salinas, Seaside, and Soledad.

2023-24 Salinas City School District SBAC Proficiency Rates near Salinas Prep [Area 1]

School	ELA | Met or Exceeded	Math | Met or Exceeded
Salinas City Elementary	**25.16%**	**22.09%**
Navigator Schools	**61%**	**51%**
Boronda Elementary	32.65%	30.82%
Boronda Meadows	21.75%	19.49%
El Gabilan Elementary	20.55%	18.75%
Henry F. Kammann	22.46%	17.94%
Laurel Wood	25.94%	23.43%
Lincoln Elementary	52.03%	48.9%
Loma Vista	11.98%	9.5%

Los Padres	22.55%	22.89%
Mission Park	31.52%	23.78%
Monterey Park	29.78%	25.81%
Natividad	15.8%	9.21%
Roosevelt	25.33%	20.5%
Sherwood Elementary	17.68%	19.7%
University Park	30.9%	23.57%

2023-24 Monterey Peninsula School District SBAC Proficiency Rates near Seaside Prep [Area 2]

School	ELA | Met or Exceeded	Math | Met or Exceeded
Monterey Peninsula Unified	**34.89%**	**24.11%**
Navigator Schools	**61%**	**51%**
Del Rey Woods	29.34%	16.93%
Dual Language Academy	32.98%	25.38%
Marshall Elementary	38.97%	33.6%
International School of Monterey	49.16%	29.83%
Ione Olsen	32.34%	23.77%
JC Crumpton Elementary	45.74%	37.95%
La Mesa	58.36%	51.15%
Los Arboles Middle	32.01%	15.29%
Marina Vista	27.41%	13.59%
Martin Luther King	15.48%	9.2%
Ord Terrace	40.99%	27.2%
Seaside Middle	32.22%	15.4%

2023-24 Soledad Unified School District SBAC Proficiency Rates near Soledad/Greenfield Prep [Area 3]

School	ELA | Met or Exceeded	Math | Met or Exceeded
Soledad Unified/ Greenfield Union	**35.17%/23.61%**	**20.09%/16.09**
Navigator Schools	**61.0%**	**51.0%**
Frank Ledesma	34.9%	21.12%

Gabilan Elementary	40.17%	29.58%
Jack Franscioni	35.08%	27.89%
Main Street Middle	30.68%	15.55%
Rose Ferraro Elementary	46.09%	40.68%
San Vicente Elementary	18.76%	13.29%
Arroyo Seco Academy	18.31%	11.79%
Cesar Chavez Elementary	23.77%	16.09%
Mary Chapa Academy	23.84%	19.01%
Oak Avenue Elementary	26.25%	24.35%
Vista Verde Middle	24.73%	11.98%

Navigator Schools outperform many surrounding schools in Monterey County by achieving higher proficiency rates in both ELA and Math, providing students with a stronger academic foundation. Near Salinas Prep, Navigator Schools' ELA proficiency (61%) and Math proficiency (51%) surpass the district average and outperform most nearby schools, showing Navigator's ability to elevate student achievement beyond traditional district options. This highlights Navigator Schools' ability to provide a superior education across multiple communities, as with our current four schools. Our schools will ensure that students have a greater chance of academic success and long-term college readiness.

Community Support for the Proposed School

At MCP, our school must reflect the aspirations and needs of the community we serve. From the outset, our founding team has been deeply committed to establishing a high-quality educational option tailored to the local community. This commitment has only strengthened as we have worked with parents, educators, and community leaders to bring MCP to life.

We have engaged with parents and families in a variety of ways, demonstrating our proactive and sustained efforts to establish a solid foundation for MCP. Our engagement strategy is intentional and comprehensive, encompassing diverse forms of communication and outreach:

- **Hosting Information Sessions:** We will continue to organize multiple sessions for parents and community stakeholders at churches, community centers, and local events, ensuring that families understand the Monterey County Prep vision and have a chance to ask questions and offer feedback.
- **Tutoring/Reading Club:** Bi-weekly sessions for students in TK-6th grade which include strengthening foundational reading skills, math fluency, and enrichment activities. During the summer, these sessions were held weekly.
- **One-on-One Conversations:** Personal meetings with parents, educators, and community leaders will continue to provide us with deep insights into community needs and aspirations, allowing us

to tailor our plans and build trust.

- **Partnerships with Local Organizations:** We will continue to collaborate with libraries, preschools, and other local organizations to expand our reach and connect with families in the spaces they already trust and frequent.
- **Community Presence and Events:** Our team will continue to consistently attend local events such as farmers' markets, celebrations, and community fairs, sharing information and inviting families to join us on our journey.

The founding team of MCP is committed to continuing these efforts as we move forward, ensuring that our school is not only a place of academic excellence but also a community hub where families feel valued, involved, and empowered. As we prepare for our inaugural year, we will continue to engage with local and national educators, build partnerships with community leaders, and maintain open communication channels with parents and families. By doing so, we aim to create a school that is deeply rooted in the Monterey County community and that fulfills our collective vision for an excellent educational experience for all children.

Enrollment

Navigator has based its forecasting for MCP on anticipated enrollment and projected waitlists. Based on the level of interest, MCP anticipates an enrollment lottery at every grade level.

Monterey County Prep Enrollment & Growth Plan

Monterey County Prep is a proposed public charter school (grades TK-12) to be authorized by the Monterey County Office of Education. It will open in the fall of 2026-27 with 420 students in grades TK, K, 1, and 2. Future years' anticipated enrollment is illustrated in the table below. Each of the three campuses will follow the same pattern, depending on the availability of facilities. TK-8 and 9-12 are likely to be located on separate campuses.

Enrollment of each area campus

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
TK (3 cohorts)	60	60	60	60	60
K (2 cohorts)	60	60	60	60	60
1	60	60	60	60	60
2	60	60	60	60	60
3		60	60	60	60
4			60	60	60
5				60	60
6					60
7	60	60	60	60	60
8		60	60	60	60

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9a (4 cohorts)	120	120	120	120	120
9b*		30	30	30	30
10a		90	90	90	90
10b			30	30	30
11a			90	90	90
11b				30	30
12a				90	90
12b					30
Total	420	660	840	1020	1,110

The total enrollment of campuses in all three areas will be 3,300 at full capacity. Enrollment over the initial five-year period is below:

	2025-26	2026-27	2027-28	2028-29	2029-30
School Area 1					
Enrollment					
TK-8	300	420	480	540	600
9-12	120	240	360	480	520
Total	420	660	840	1020	1120
Growth		240	180	180	100
School Area 2					
Enrollment					
TK-8		300	420	480	540
9-12		120	240	360	480
Total		420	660	840	1020
Growth			240	180	180
School Area 3					
Enrollment					
TK-8			300	420	480
9-12			120	240	360
Total			420	660	840
Growth				240	180
MCP Total					

Enrollment					
TK-8	300	720	1200	1440	1620
9-12	120	360	720	1080	1360
Total	420	1080	1920	2520	2980
Annual Growth		660	840	600	460

Navigator aims to serve a student body representative of the diverse lowest socioeconomic quartile of students and families residing in Monterey County. Navigator believes creating schools targeting historically underserved populations is in the best interests of both students and the community and that MCP should be open to students who most often are marginalized or left out of innovative educational opportunities. As such, Navigator holds sacred the goal of enrolling at a minimum the same percentages as the overlapping school districts of students who have disabilities, students who are Multilingual Learners, students who identify as homeless or foster youth, who are identified as low-income, and who are at-promise. MCP will provide an optional enrichment year for students not ready to advance a grade level in high school.

Existing high schools have reasonable completion rates but low college eligibility rates. Based on the state test scores of the eighth graders in the Monterey County middle schools, MCP expects more than two-thirds of middle schoolers who did not attend Navigator TK-8 programs to enter high school unprepared, many significantly unprepared. Rather than allow them to fail, we will proactively address their learning gaps early through small group instruction and tutoring using Read 180 and Math 180, as well as other instructional programs tailored to the needs of the students. Some students, in collaboration with their guardians, teachers, and counselors, will choose to shift to a five-year high school program during ninth grade to address academic challenges. MCP will focus on engaging students where they are and accelerating their learning in the early years of high school so that they all can participate in college-level work by 11th grade, with some participating in college-level work from the start. A critical part of the strategy is connecting to students' desire to make a difference in the world through relevant pathways.

Average Daily Attendance

Based on the performance of existing Navigator campuses—where average daily attendance exceeds 96%—we project a similar average daily attendance rate for MCP at 85-95% (depending on grade levels). Our outreach efforts demonstrated interest from parents, and community partnerships all indicate that we will achieve full enrollment, with any vacant seats filled within two weeks of becoming available.

A Strategic Growth Model for Quality Outcomes

The decision to implement a slow growth model is informed by research from the Center for Research on Educational Outcomes (CREDO) at Stanford University, which highlights the importance of opening

strong.[12] Schools that open in the top quintile of performance tend to remain there over time, while those that open in the bottom quantile struggle to improve. Town Prep's phased growth approach is designed to:

- Develop and Strengthen School Culture: By starting with fewer grades, we ensure that our foundational school culture is strong, preparing students for future success.
- Train Staff and Refine Curriculum: A smaller initial enrollment allows us to focus on high-quality staff training and curriculum development, ensuring standards-aligned, data-driven instruction at every grade level.
- Maintain Financial Viability: Slow growth ensures that the school operates within its financial means, making adjustments as needed to secure long-term stability.
- MCP's strategic growth model and enrollment plan are key to building a school that not only serves the community but becomes a beacon of high-quality education for generations to come.

Annual School Calendar

Our complete school calendar is in **Appendix F**. We operate an extended school day as informed by evidence-based practices of high-performing charter schools nationwide. The first day of each school year for teachers will be before the Charter School's first instructional day, and the last day will be after the Charter School's last instructional day. The additional days allow us to offer more frequent professional development opportunities for staff. We will offer 180 instructional days, which exceeds the minimum requirement of at least 175 days.

Differentiated professional development for all staff members takes place before the start of each school year. New Navigator staff members participate in Navi 101, a one-week training period designed to introduce them to common vocabulary, common Procedures, and common expectations that are essential components of Navigator culture. New and returning teachers participate in Navi 201, a one-week training on areas of focus for the coming year. Prior Navi 201 topics have included personalized learning, writing, student agency, response to intervention (RTI), and full inclusion. The Navi 101/201 series is designed by the Academic Leadership Team, and it is taught by Navigator coaches and mentor teachers. MCP school sites in their opening year will add a third week of training dedicated to the successful start of a new school.

Overall, we dedicate at least 26 days to professional development activities, allowing staff to disaggregate and analyze student achievement data, plan and prepare curricular materials, and participate in meaningful practice of instructional techniques. Throughout the year, we will cover

[12] Center for Research on Education Outcomes. (2023). National Charter School Study III. Stanford University. https://credo.stanford.edu/reports/item/national-charter-school-study-iii/

targeted learning support for special education students and Multilingual Learners, effective teaching strategies, the coaching feedback cycle, and data analysis.

There is no school for students on the remaining professional development days. Staff development days are dedicated to adjusting lessons and analyzing student data so that instruction and curriculum are designed to serve the needs of every student.

Professional Development

At MCP, professional development is an essential component of our commitment to educational excellence and the continuous improvement of our instructional practices. Research studies show that the quality of teaching is one of the most significant predictors of student success, and as such, we provide MCP teachers with a robust, multi-tiered professional development plan that equips them to excel in the classroom.[13]

Research indicates that high-quality professional development, when implemented effectively, can significantly improve student achievement outcomes.[14] At MCP, our professional development is designed to be data-driven, responsive, and ongoing, ensuring that teachers receive the support they need throughout the year. Our professional development framework includes the following core elements:

Observation and Feedback

Continuous observation and feedback form the cornerstone of our teacher development model. Our leadership team conducts regular classroom observations using a structured checklist focusing on classroom management, instructional rigor, and differentiation strategies. Feedback sessions follow each observation, highlighting strengths and identifying high-impact, bite-sized action steps for immediate improvement. Teachers receive praise, engage in self-reflection, and practice these action steps with their academic coach during feedback meetings. This cycle promotes a culture of growth and ensures that teachers consistently refine their practice.

Three-way coaching

To accelerate teacher development, MCP employs a collaborative coaching model called three-way coaching. When a teacher may need additional support in implementing a new technique, the coach arranges for the teacher to observe a colleague who excels in that area. This observation, facilitated by the coach, allows the teacher to see best practices in action. The coach and teacher then collaboratively develop a plan to implement these strategies in the teacher's own classroom. This method has proven to be an efficient and effective way to deepen instructional practice and support peer learning.

[13] Hattie, J. (2009). Visible learning: A synthesis of over 800 meta-analyses relating to achievement. Routledge.

[14] Schoenbach, R., Greenleaf, C., & Murphy, L. (2012). Reading for understanding: How reading apprenticeship improves disciplinary learning in secondary and college classrooms (2nd ed.). Jossey-Bass.

Live coaching
Immediate, real-time feedback is a powerful tool for teacher development. During live coaching sessions, coaches provide in-the-moment support to teachers while delivering instruction. Coaches use strategies, from subtle hand signals to brief modeling, to guide teachers in implementing new techniques seamlessly. This hands-on approach allows teachers to make immediate adjustments and reinforces their learning in a supportive environment.

Data meetings
MCP holds regular data meetings to analyze student achievement and to inform instructional planning. Teachers and coaches review data from daily checks for understanding and formative assessments to identify areas where students struggle. These meetings result in targeted re-teaching plans and personalized support strategies, ensuring every student receives the necessary instruction to meet and exceed standards. Data meetings are a central feature of our professional development schedule and provide teachers with the tools to make informed instructional decisions.

Instructional Planning
To support high-quality instruction, MCP teachers engage in quarterly instructional planning sessions. These sessions are guided by our curriculum and instruction team and employ a backward-design approach. Teachers unpack the standards for each unit, identify key skills and knowledge, and develop formative and summative assessments aligned with these standards. This process includes creating exemplars to serve as benchmarks for rigor and clarity. Teachers then plan daily lessons using a double-planning technique, ensuring they anticipate student responses and errors to make effective real-time adjustments.

Navigator teachers are released quarterly to work on unit planning. With the support of the curriculum and instruction team, teachers use backward design to plan their upcoming instructional units. The team begins by unpacking each Common Core standard and determining what students need to know and do to achieve mastery. Teachers discuss common misconceptions that may prevent students from mastering the standard and share strategies that may be used to address these misconceptions. Teachers then review objectives for each standard and determine how they will measure student proficiency using formal and informal assessments. Exemplars are created for all assessments. These exemplars will be used before, during, and after instruction as a “roadmap for rigor.” Student work will be compared to the teacher exemplar to analyze gaps in understanding and to plan appropriate next steps for student mastery. Once standards are unpacked, objectives and assessments are reviewed, exemplars are created, and teachers proceed to plan their daily lessons. Teachers use “double planning” when creating their daily lessons; not only do they plan what the teacher will say and do during each lesson, but also what the students will say and do. This allows the teacher to further anticipate student error and to identify strategies that may be used for necessary in-the-moment adjustments.

Summer Professional Development | Navi 101 & Navi 201
We begin each school year with an intensive summer professional development program designed to align all staff with the mission and vision of MCP. This program, called Navi 101 and 201, is divided into three key weeks, ensuring teachers are well-prepared and supported:

Week One:

Building Foundations
Teachers focus on understanding the MCP's mission, vision, and core values while also engaging in team-building activities to foster a collaborative and positive school culture.

Weeks Two (and sometimes Three):

Instructional Pedagogy and Assessment: This week includes deep dives into the instructional techniques and assessments that form the foundation of our academic program. Teachers familiarize themselves with the assessments and instruction to be used throughout the year and practice implementing instructional strategies that align with our curriculum. Training also covers educational technology tools that support personalized learning.

Personalized Support and Systems The final week emphasizes support for diverse learners, including strategies for Multilingual Learners ("MLs")[15] and students with special needs. Teachers also review key classroom and school-wide procedures that ensure a smooth start to the school year.

Weekly Professional Development
Professional development continues throughout the school year every Wednesday during abbreviated school days. These sessions are structured to respond to student data and support teachers in refining their instructional practices.

- Weekly PD sessions include:
    - Shout-Out Sessions: Celebrating teacher and student achievements to foster a positive school culture.
    - Skill Development: Introducing and practicing new instructional strategies aligned with the school's goals for academic growth.
    - Grade-Level Collaboration: Teachers work in teams to plan lessons, review data, and develop intervention strategies.

[15] While the Education Code, the CDE, and the Dashboard uses the term "English Learners," we have shifted our language to Multilingual Learners to recognize the strength-based assets these learners bring to the education system.

Professional Development Data Days
MCP dedicates four professional development days per year to Data Days, where teachers analyze benchmark assessment results in depth. During these sessions, teachers review student work samples, identify patterns and misconceptions, and develop targeted action plans to address learning gaps. These data-driven interventions are integral to our mission of ensuring all students achieve mastery and are prepared for success.

Individualized Professional Development
MCP recognizes the importance of personalized support for teachers. Classroom observations with feedback occur weekly, focusing on actionable steps to enhance instructional practice. Teachers receive written feedback highlighting strengths and areas for growth. This feedback is used as a basis for practice sessions with instructional coaches, ensuring teachers have internalized and are prepared to implement new strategies effectively.

Formal evaluations occur twice a year, incorporating data from classroom observations, student performance, and teacher contributions to school culture. These evaluations inform professional growth plans and help teachers set and achieve goals that align with the school's mission.

Curriculum Selection

MCP will replicate the successful model implemented at Gilroy Prep, Hollister Prep, Watsonville Prep, and Hayward Collegiate schools, expanded to include high school. As seen in the data above, Navigator's unique instructional models have produced strong academic results, and we expect the same levels of performance at MCP. Our instructional models create several dynamic learning opportunities throughout the day, with students flexing between whole-group and small-group instruction multiple times. The low student-teacher ratio of small groups allows teachers and paraprofessionals to home in on students' Common Core reading, writing, mathematics, and language needs.

Monterey County Prep will prepare students for educational success in college by using a rigorous standards-based curriculum, which also prepares them for the workplace. All students at MCP will have access to a world-class instructional program. Rigorous, data-driven instruction that is aligned to the State Standards is the foundation for the program.[16] MCP will choose core curriculum materials that combine traditional classroom curriculum with online, self-directed, and adaptive learning programs.

The Navigator Schools academic leadership team reviews a wide range of curricular materials for each subject and grade level to determine what is appropriately rigorous, engaging, and personalized for our student population. In reviewing curricula, the following questions are used:

[16] Common Core State Standards Initiative. (n.d.). Common Core State Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects. Retrieved from http://www.corestandards.org

- Is it aligned with the State Standards?
- Is there research that shows the curricula are successful for our student population?
- Is this curriculum used in other high-performing schools?
- Does the curriculum emphasize our core academic beliefs? Is it challenging, personalized, engaging, and conducive to continuous improvement?

Navigator leadership is continually reviewing new curricula that can improve the educational outcomes for our students and the professional experience for our teachers. As we pilot new curricula, we regularly evaluate their effectiveness and focus on what produces student outcomes.

Literacy

MCP is focused on developing a curricular plan that is grounded in strong foundational literacy skills for our students. Students who receive strong literacy instruction in K through 2nd grade will successfully bridge from the phase of "learning to read" to "reading to learn" in 3rd grade and beyond. We know that reading skills are at the core of all academic success. In a phenomenon referred to as the "Matthew Effect," for example, researchers have noted that for early, strong readers, "the very children who are reading well and who have good vocabularies will read more, learn more word meanings, and hence read even better."[17] This means that building strong literacy skills in the early years for children significantly bolsters their ability to be strong readers later in life. Cognitive psychologist Daniel Willingham builds on this by stating that "once kids are fluent decoders, much of the difference among readers is not due to whether [they're] a 'good reader' or 'bad reader' (meaning [they] have good or bad reading skills). Much of the difference among readers is due to how wide a range of knowledge they have. If you hand me a reading test and the text is on a subject I happen to know a bit about, I'll do better than if it happens to be on a subject I know nothing about."[18] To ensure our students have the necessary background knowledge to become strong readers later in life, our curriculum will incorporate 155 minutes of intentional literacy skills into each literacy block at MCP in TK-5.

In grades 6-8, MCP's literacy instruction emphasizes the need for rigorous, knowledge-rich reading experiences that develop students' analytical and critical thinking skills. Students need systematic exposure to challenging texts, which ultimately lead to their ability to engage with advanced academic content. There are four key aspects of high-quality reading instruction at MCP—Close Reading, Read-Aloud, Non-Fiction, and Writing. By integrating complex texts, structured discussions, and deliberate writing exercises, MCP implements a text-driven curriculum that strengthens comprehension, vocabulary, and fluency.

[17] Stanovich, K. E. (1986). Matthew effects in reading: Some consequences of individual differences in the acquisition of literacy. Reading Research Quarterly, 21(4), 360–407.

[18] Willingham, D. T. (2017). The reading mind: A cognitive approach to understanding how the mind reads. Jossey-Bass.

MCP believes students must engage with difficult texts, not be shielded from them. We explicitly model for students how to navigate challenging syntax, dense informational texts, and abstract themes, equipping them with the skills necessary to tackle high-level academic work. MCP teachers use strategies, such as text-dependent questioning, annotation strategies, and scaffolding methods, to help students become confident, independent readers. MCP's unique Squads model encourages oral reading and discussion, reinforcing the idea that reading should be an active, collaborative process.

Mathematics

At MCP, we believe a strong foundation of mathematics for every student will prepare students for future careers in science, technology, engineering, and mathematics. Students will master the basic skills, computational fluency, and conceptual understanding required in the California adoption of the Common Core State Standards. Instruction challenges students at every grade level to provide strong rationale in solving problems, create mathematical models to represent concepts visually, and to consider, discuss, and critique the reasoning of others. Teachers will implement lessons in numerical computation, conceptual understanding, and quantitative reasoning.

MCP curriculum is grounded in the theory that conceptual understanding, procedural fluency, and real-world application are all essential for deep mathematical learning. Rooted in research-based best practices, our instruction follows a real-world, problem-based approach, where students engage with rich, carefully sequenced tasks that encourage them to reason mathematically, construct arguments, and make connections between concepts. Rather than relying on rote memorization or isolated skill practice, MCP emphasizes sense-making, discourse, and exploration, allowing students to develop a strong conceptual foundation before formalizing mathematical procedures. Our curriculum is aligned with the Standards for Mathematical Practice from the Common Core, ensuring that students build both computational proficiency and critical thinking skills through collaboration, inquiry, and reflection. By fostering productive struggle and emphasizing mathematical discourse, MCP equips students to become independent problem solvers who can apply their learning in a variety of contexts.

History/Social Studies

To complement our literacy programs, our social studies program will develop students' informational text-reading skills. For students to be college ready, it is imperative that they can successfully and independently read complex informational text at their grade level. For this reason, our social studies program will be aligned to the State Standards and linked to literacy standards. We will use the curricular framework recommended by the California Department of Education. This framework aligns with student development and their understanding of society. Core literacy practices, such as reading and writing, will be embedded in each grade-level curriculum. At MCP, we will use the TCI series to address multiple strands in social studies. This program offers detailed notes, a project-based approach to learning, and deep-level questioning that extends student thinking.

Our Social Studies curriculum will provide an opportunity to incorporate non-fiction texts to build knowledge and reiterate the skill of strong annotation for comprehension and citing evidence. All three will be critical for student success in our middle school, high school, and beyond. Students will also engage in rigorous writing skills through frequent short-answer paragraphs, as well as through longer essays. Students in all grades will participate in role plays and debates at their appropriate level as cumulative progress indicators of their knowledge comprehension.

Science

Science curriculum is aligned to the Next Generation Science Standards, which provide an integrated approach to science education. Students receive instruction on key science domains such as physical sciences, life sciences, earth and space sciences, computer science, and technology. Our science classes will ensure that students have mastered the scientific process, emphasizing detail, testing hypotheses, and analyzing data for patterns and trends. At MCP, we also believe the study of science is interdisciplinary. To this end, students will be taught and supported to incorporate strategies from our mathematics instruction and, in doing so, will demonstrate the ability to draw contextual evidence or support a claim from skills acquired in reading and social studies.

Figure 17: Projected Curriculum Table

We reserve the right to change our choices, but in alignment with our goals, we anticipate that our initial curriculum will include the following titles, as listed in the table.

Subject Area	Grades	Curriculum Name	Description
Literacy / ELA	K-5	Bookworms	Bookworms is an evidence-based program that emphasizes a high volume of books to build students' reading comprehension, vocabulary, and foundational skills. It is designed to foster a love of reading while aligning with the science of reading and supporting diverse learners through systematic phonics and engaging texts.
		Lexia Core5 (K-2) Reading Plus (3-8)*	Lexia Core5 is an adaptive digital literacy program focusing on building foundational reading skills like phonics, fluency, vocabulary, and comprehension.
	6-8	Amplify ELA	Amplify ELA is a blended English Language Arts curriculum that immerses students in complex, diverse texts to build

			reading, writing, and critical thinking skills.
		Reading Plus (3-8)*	Reading Plus is an adaptive program that enhances reading fluency, comprehension, vocabulary, and motivation through personalized instruction and self-selected texts.
	9-12	Springboard / AP	Springboard is a comprehensive ELA curriculum for grades 9-12 that builds critical reading, writing, and analytical skills through engaging, diverse texts and student-centered activities.
Mathematics	K-5	Illustrative Math (IM)	IM is a problem-based core curriculum that uses engaging, real-world problems to help students develop a deep understanding of mathematical concepts and practices.
		STMath (K-8)*	STMath is a visual, game-based math program that uses interactive puzzles to build deep conceptual understanding and problem-solving skills, without relying on language or symbols.
	6-8	Illustrative Math (IM)	IM is a problem-based core curriculum that engages students in real-world math challenges to deepen their understanding of concepts like ratios, expressions, and geometry.
		STMath (K-8)* IXL	IXL is an adaptive program that offers personalized math practice through interactive problems.
	9-12	Springboard / AP	Springboard builds critical thinking and problem-solving skills through a traditional pathway of Algebra 1, Geometry, Algebra 2, and Precalculus.
Social Studies / History	K-5	TCI	TCI is a standards-aligned curriculum that blends science and social studies with

			hands-on activities and digital tools to spark curiosity and critical thinking.
	6-8	TCI	TCI is an inquiry-based curriculum that aligns with California's History-Social Science Framework, bringing history and civics to life through interactive lessons and digital resources.
	9-12	College Board / AP	AP U.S. History and AP Government essential to develop a deep understanding of American democracy and governance. The courses equip students with critical thinking skills, historical context, and policy knowledge, so they become informed leaders and active participants in public service.
Science	K-5	Discovery Techbook	Discovery Techbook is a digital, inquiry-based program with interactive content, hands-on activities, and real-world connections.
	6-8	Discovery Techbook	Discovery Techbook is a digital, inquiry-driven program that deepens understanding of scientific concepts through interactive simulations, real-world case studies, and hands-on investigations.
	9-12	Dual Enrollment Courses College Board / AP	Students will complete specialized science courses in 9th grade and the courses will satisfy A-G requirements. AP Biology and AP Chemistry are essential for building a strong foundation in scientific principles and investigative skills. These courses equip students with analytical thinking, problem-solving abilities, and hands-on laboratory experience, preparing them for careers in medicine, engineering, environmental science, and other STEM fields.

Daily Schedule

The daily schedule will be different based on the age/grade level of the students. MCP proposes a TK-8 school day of 8:00-3:15 with extended time added for students who need additional instructional time. The HS school day will start after 8:30 am and end according to the individual needs of the students based on their college dual enrollment schedules. The number of instructional minutes offered for all grades meets or exceeds the State's requirements in Education Code Section 47612.5(a)(1). The charter school will have at least 175 days of instruction and will, for each fiscal year, offer, at a minimum, the following number of minutes of instruction:

1. To pupils in kindergarten, 36,000 minutes
2. To pupils in grades 1 to 3, inclusive, 50,400 minutes
3. To pupils in grades 4 to 8, inclusive, 54,000 minutes
4. To pupils in grades 9 to 12, inclusive, 64,800 minutes (HS school day to start after 8:30 am)

The proposed bell schedules for 2026-27 and the master schedule are listed in **Appendix G**.

Instructional Model for Transitional Kindergarten

Navigator Transitional Kindergarten is a developmentally appropriate program designed to be the first half of a two-year kindergarten sequence. Recognizing the diverse needs of the four-year-old, TK students find a nurturing "second home" in their classroom. TK students have substantial periods for play and exploration, emphasizing thematic learning opportunities that promote self-regulation, social-emotional growth, and language development. At the same time, Navigator teachers working with TKs bring our expected level of focus and intentionality, promoting students' early literacy and numeracy development and preparing them for kindergarten at Navigator. Individualized curriculum is a central part of our instructional program at Navigator, and we expect this would continue in our TK class. Our TK teachers continually reflect on the development of each individual as a whole child and refine their support and instruction. The Charter School shall comply with classroom size, adult to student ratio, and teacher qualification requirements for TK, as set forth in Education Code Section 48000(g).

Outcomes

A successful graduate of MCP TK will be ready to thrive in our kindergarten program. To ensure this, we work consistently and objectively to track and foster the development of the whole child. In particular, we are focused on the child's approaches to learning, social and emotional growth, language development, and academic readiness. Even in work with a young child, a rigorous and data-driven approach to planning is essential. We use a range of assessments conducted in a developmentally appropriate fashion to gauge student progress.

Schedule and Program

TK students make incredible growth across the year of schooling, and their schedule and program reflect their ongoing development. While the hours of the Transitional Kindergarten day will match the

Kindergarten day all year, the flow of the day will progress and evolve to match the readiness of the children in the class. In a combination setting, the TK day topically follows the kindergarten class but includes more opportunities for free choice and outdoor play. The TKs are supported by a paraprofessional who provides focused supervision of their choice and outdoor play times. The schedule is optimized to give the kindergarten students focus during times that demand the most stamina and academic readiness (such as whole group writing and math) and to optimize TKs' access to differentiated instruction (such as during ELD and small group phonics).

Curriculum, Materials, and Instruction

The TK students have access to the essential learning materials of any high-quality preschool classroom, with a range of opportunities to explore. Supporting our emphasis on language development, we prioritize areas that promote student discussion and schema building, such as dramatic play, sensory/science exploration, library/storytelling, and art / fine motor. Recognizing the physical and emotional needs of these youngest students, TKs also have access to an area in the classroom that offers individual privacy or relaxation.

Navigator believes that teachers should constantly revise and realign their curriculum to meet the needs of the individual students in their classrooms and guide them in achieving the standards. This is no different when our teachers work with TK students, as they guide each student across the CA Preschool Learning Foundations.[19] Our teachers begin with a thematic curriculum as a foundation to create rich opportunities for schema-building, language development, and meaningful play throughout the classroom. This is supplemented with further small group and individual lessons to develop literacy and numeracy, using a curriculum aligned to what students will experience in kindergarten.

Recognizing the likelihood of enrolling many Multilingual Learners, our TK program offers integrated and designated English language development. Integrated ELD is built on top of the rich, thematic learning across the room. All teachers at Navigator currently use various research-based, sheltered instruction techniques for supporting student language learning across the day. Kindergarten teachers are trained and coached to provide the same in their classes. For Designated ELD, TK English learners will first have their needs met through small group instruction lessons aligned to the CA ELD framework and their language levels. Later in the year, they will join designated ELD classes with kindergarten students at the same language level.

Professional Expectations

Transitional Kindergarten teachers, whether leading a stand-alone class or part of a combination, are full-fledged members of the Navigator professional community. They participate fully in the professional routines of peer collaboration, coaching, and classroom walkthroughs. While the TK program must be

[19] California Department of Education. (2012). California preschool learning foundations (Volume 3)

developmentally appropriate to the age of the students, this in no way lowers our expectations for intentionality of planning and consistency of execution. For their TK students, teachers operate with the same focus on data and documentation as they would when teaching any other grade at Navigator. While the nature of the assessment of younger students might look different, the expectation that a focus on rigorous results drives teachers remains the same.

Collaboration is an essential part of developing a highly intentional instructional environment. Teachers within and across grade levels must work together in an atmosphere of shared support and accountability to create excellence in every classroom. Even though there may be some differences between the TK / K and regular kindergarten classrooms, the TK / K grade-level team is expected to work closely together. Particularly at the end of the year, this collaboration is essential to ensure that their students are leaving the year fully prepared to succeed in our rigorous kindergarten.

The TK class is a definite part of the whole school community at Navigator. TK families follow the same schedule of events for school gatherings, conferences, and other events. Additionally, kindergarten teachers must be cognizant of the need to support the whole family in what will often be their first year at school. As well as the regular home-school connection through Parent Square, teachers and families should create, as much as possible, an opportunity at the start and end of every day to connect and share about the growth and needs of each child.

Instructional Model for Grades K-5

Teacher-Subject Specialization
MCP will be structured differently from a traditional elementary school in that teachers will specialize in literacy and social studies or math and science so that teachers become experts in their subject. This approach means that students will go between two teachers of the same grade level throughout the day for instruction in specific subjects. A student will be assigned a teacher who is focused exclusively on literacy instruction that is integrated with social studies instruction and a teacher who is focused solely on math instruction that is integrated with science instruction. This will allow teachers to focus deeply on their particular subject matter, which will help them to support struggling students sooner and more effectively.

K-5 Humanities
Reading is at the foundation of college and career success. Navigator believes reading instruction should be rigorous, engaging, and reflective of the shifts required by the Common Core State Standards and the Science of Reading (“SoR”). Reading programs should offer diverse learning opportunities, including heterogeneous and homogeneous reading groups and a balance of social and independent practice. MCP will ensure a rich and rigorous approach to literacy development in every grade and Lexile. Below is an overview of how literacy will be cultivated in our K to 5th grade instructional model.

Literacy Program for Grades K-2

Our literacy program is rooted in having two adults in the classroom to allow for individualized remediation and enrichment within small groups if needed. Our literacy block is broken up into seven literacy components, which include read-aloud, vocabulary, phonics acquisition, guided reading, blended learning, word study, and writing. Our goal is for every student to read and write at or above grade level upon entering the third grade because reading proficiently by the third grade is a critical benchmarking a child's development and has enormous consequences in their future learning potential.[20] Figure 15 explains each component of the literacy block for grades K-2.

Figure 15: Key Literacy Components of the Literacy block for Grades TK-2

Literacy Component	Rationale / Description
Read Aloud	Reading aloud to children is considered the primary lever for building the skills required for reading success. Daily Read Aloud will allow students to hear modeled reading fluency and expressive reading, interact with common sight words, acquire new auditory skills as well as vocabulary. The benefits of Read Aloud also apply to the CCSS's concentration to informational text. It also builds an enjoyment of books and reading, which creates life-long readers. During read aloud, the teacher will model what great readers think about as they read so that when it comes time for the student to read on their own, they will know what to do.
Vocabulary	Our students, due to their economic disadvantages, are likely to enter SPS having heard 30 million fewer words than their more affluent peers. Apart from this, it is well known that vocabulary and reading comprehension are interdependent, so students learn vocabulary through multiple ways, including, but not limited to: words of the day, daily word study driven from our Read Aloud texts, and an extensive word wall for all content areas. Read Aloud time will also be a space for explicit vocabulary word instruction.
Phonics	Phonological and phonemic awareness are foundational for students to be able to read. "The lack of phonemic awareness is the most powerful determinant of the likelihood of failure to read." Using the evidence-based phonics programs, we will ensure that each student acquires the word recognition skills needed to read fluently and at grade level. During this time, students will focus on: phonological awareness, fluency, decoding, and sight word recognition.
Reading Comprehension	Comprehension standards are taught in whole group with the read aloud text and reinforced in small groups with an additional text. These lessons will offer students the opportunity to use their read-aloud, comprehension, and phonics skills all at once to understand a story with the teacher asking guided questions along the way.
Blended Learning	SPS will use computer-based adaptive literacy programming to ensure enrichment and remediation for each student as they engage in rigorous practice of the skills they have been taught via direct instruction. Students set goals with their teachers and engage in a post-practice reflection time to assess the progress they have made.

[20] Hernandez, D. J. (2012). Double jeopardy: How third-grade reading skills and poverty influence high school graduation. The Annie E. Casey Foundation.

Word Study	Students study word relationships, including rhyming patterns. Students apply their phonemic awareness to understand not only word parts, but also spelling patterns and language constructions such as Latin roots, using research-backed programs.
Writing	We believe writing and reading skills rely on one another. Writing is not only a means of formalizing an idea but is also a tool to enhance critical thinking as a way to formulate and develop ideas. To grow in reading and writing together, students must write as readers and read as writers. Students will regularly complete formative, developmental, and summative writing tasks. Within these tasks, students will focus on three main forms of writing, from narrative to persuasive to expository. While learning about each of these genres, students will be taught the writing process whereby students brainstorm, organize, outline, draft, edit, and revise formal pieces of writing. Asking students to write carefully and deliberately will develop sentence skills, and will be emphasized in feedback for all assignments.

Literacy Program for Grades 3-5

In grades 3-5, students transition from the phase of "learning to read" and progress to "reading to learn." This transition must be strong to avoid students experiencing more significant challenges and unnecessary struggles in all academic areas.[21] When students use reading as a vehicle to acquire new knowledge, reading content shifts from an emphasis on fiction to an emphasis on comprehending informational texts and more complex writing assignments. Students in grades 3 through 5 participate in formal book discussions that focus on Navigator's core values and connections to our school community.

Figure 16: Key Literacy Components of the Literacy block for Grades 3-5

Literacy Component	Rationale / Description
Read Aloud	Research suggests that consistent read-aloud increases students' vocabulary, comprehension growth, and enhances their overall language development. In third grade, students will read an above grade-level whole class novel whereby students will engage in a text-based conversation, following a conversation rubric that solidifies strong habits of discussion. Students will transition from conversational analysis to a stronger accountability component – graphic organizers, excerpt analysis, and text-based questions. Our literacy program will ensure students are exposed to texts that are above their reading level, listen and learn from model fluency which is particularly helpful for our students who are Multilingual Learners, as well as instill a joy and love for reading.
Vocabulary	Vocabulary is critical to future student success. Students who have larger vocabularies "can understand new ideas and concepts more quickly than students with limited vocabularies…if students do not adequately and steadily grow their vocabulary knowledge, reading comprehension will be affected." Vocabulary building will balance both explicit and implicit instruction built on the following: accurate and brief definitions, active practice, "drop in" definitions during read aloud and shared reading, margin notes during close reading, and intentionally swift corrections of pronunciation when needed.

[21] Connor, C. M., Morrison, F. J., & Katch, L. E. (2004). Beyond the reading wars: Exploring the effect of child-instruction interactions on growth in early reading. Scientific Studies of Reading, 8(4), 305-336.

Shared Reading	Shared reading allows students to join in or share the reading of a book while being guided and supported by a teacher. Teachers pause and engage with students throughout the reading of the text to ensure they are modeling habits of great readers so that students may individually return to their text and mimic those same approaches to challenging texts. Additional benefit is found for Multilingual Learners (MLs). Shared reading provides Multilingual Learners with an opportunity to build layers of understanding – they are hearing the language while also observing the corresponding phonological representation of the text.
Close Reading	Close Reading allows each student to work with difficult text, interpret that text independently, and internalize why it is important to do so. According to Doug Lemov in *Reading Reconsidered,* close reading allows students to break down the "language and structure of a complex passage to establish and analyze its meaning." It is imperative for teachers to ask text-dependent questions whose mastery is assessed through writing. Students will be given 10-minute mini lessons on specific skills that pertain to the unit of study whereby they model exactly what they want students to do. Students will return to their seat and practice that skill with a book that is at their appropriate reading level. Teachers will circulate the room and whisper-coach each student to authentically engage with the text. Students then will engage the same skill with a partner and review whole class to ensure mastery.
Writing	We believe writing and reading skills rely on one another. Writing is not only a means of formalizing an idea but is also a tool to enhance critical thinking as a way to formulate and develop ideas. To grow in reading and writing together, students must write as readers and read as writers. Students will regularly complete formative, developmental, and summative writing tasks. Within these tasks, students will focus on three main forms of writing, from narrative to persuasive to expository. While learning about each of these genres, students will be taught the writing process whereby students brainstorm, organize, outline, draft, edit, and revise formal pieces of writing. Asking students to write carefully and deliberately will develop sentence skills, and will be emphasized in feedback for all assignments.

Whole Group Core Instruction

Students are grouped heterogeneously for whole-class, on-grade level instruction. During this block, students will have the opportunity to learn Common Core reading, writing, speaking and listening, language, and social studies standards through grade-level text selections aligned with SoR. Navigator teachers use the whole-class block to directly instruct grade-level content, collaboratively discuss topics, and guide practice. Additional time is used for independent or collaborative work. Independent practice encompasses brief writing, essay writing, and grade-level content review questions. Collaborative practice includes social studies projects, book reviews, debates, Socratic seminars, and a variety of other group activities.

Differentiated Instruction in Small Groups

Students at MCP will regularly have their literacy levels and skills assessed so that the teacher can

provide data-driven small-group instruction. Daily schedules are built with at least thirty-minute blocks for teachers to pull small groups based on student needs. Progress monitoring data determine the student groupings and focus on reading comprehension, phonics, fluency, and writing skills. Additional paraprofessional support is prioritized during this time to pull student groups as needed.

Adaptive Learning Software
All humanities classes include a blended learning component. In grades K-3, Navigator uses *Lexia* adaptive reading software to meet students at their individual learning level and *Reading Plus* software for grades 3-8. Leveraging innovative technology allows for meaningful independent practice during station rotations. Every student has weekly program goals, and performance data is reviewed to ensure they are on track to meet their end-of-year goals. The software also equips the teacher with an additional data point to help personalize instruction and intervention.

K-5 STEM

Math Instruction Overview
Our mathematics program is similar to our K-5 literacy program because it is grounded in having two adults in the classroom: one lead teacher and one paraprofessional. This setup ensures that each student receives support in practicing operational math skills and problem-solving strategies. During this time, students will tackle a wide range of problems by focusing on number sense and procedural math computation skills necessary for solving challenging word problems. For instance, we recognize that Conceptual Understanding and Quantitative Reasoning enhance critical thinking about each mathematical concept. Students will participate in rich discussions and collaborate in class to deepen their understanding of mathematics. Furthermore, students will learn all mathematical practices and content standards that encompass all topics for each grade level. MCP's mathematics curriculum aligns with State Standards, promoting mastery of mathematical principles through logical reasoning and application in real-life situations.

Students at MCP will regularly have their math levels and skills assessed so that the teacher can provide data-driven small-group instruction. Students rotate through three centers, which include direct instruction or guided practice led by a teacher, guided or independent practice led by a paraprofessional, and a blended learning center.

Standards-Based Instruction
Direct instruction is the focus of the teacher-led center in grades K-5. Teachers implement Common Core math standards with appropriate scaffolds for each homogenous group. Using standards-based quizzes, teachers use the Navigator Data Cycle to create personalized lessons backward planned from the intended learning outcomes. Comprehensive instructional presentations are rigorous and offer multiple models to support student understanding of both the how and why behind math. Additional open-ended

slides provide teachers the flexibility to adjust their instruction to each group to help ensure each student gets exactly the practice they need to master the standard. Daily check for understanding data allows teachers to pivot quickly and address misconceptions with almost no lag time.

Real World Practice
The paraprofessional center is an additional center where students will get additional personalized attention with a highly trained paraprofessional. In this math center students are able to practice their new skills by applying them to a real-world situation in the form of word problems or performance tasks. This practice can be guided or independent depending on how new the standard or task is to the student. Teacher uses data to provide SGI with targeted practice for each group.

Blended Learning Center
All math rotations include a blended learning component. In grades TK-5 Navigator uses online learning programs such as ST Math, IXL, and Khan Academy. As with our humanities centers, leveraging technology for math allows for meaningful independent practice during their rotations. Every student has weekly program goals, and the data is used to ensure students are on track to meet their end-of-year goal. The data also gives the teacher additional insight to help personalize instruction and intervention.

Whole Class STEM Instruction
The second STEM blMCk is heterogeneous instruction of math and science. During this block, teachers may introduce a new math standard to the whole class, practice math fluency, lead a whole-class reteach, or explicitly teach any related academic or domain-specific vocabulary. It is most efficient to perform these activities and lessons with the whole class. Center time is preserved for a personalized deep dive into the concepts. The whole-class time is also used for direct instruction of the Next Generation Science Standards using Mystery Science and TCI. All science lessons follow best practices in science instruction, including inquiry and investigation, to help students think deeply about answering questions and solving problems. Proof of scientific proficiency is demonstrated through student-created instructional videos, live demonstrations, and technical writing. The whole-group instructional blocks include PE, library, and designated ELD.

Instructional Model for Grades 6-8

Middle School Squads Instructional Model
Middle school often represents a pivotal yet challenging time for students. Research shows that academic performance for students in the U.S. starts to dip once they reach middle school. Additionally, a national survey of 12- to 18-year-olds revealed that only 46% of middle and high school students agree

that “at school, I get to do what I do best every day.”[22]

Squads are Navigator Schools’ version of student-led academic teams based on the book The Power of Student Teams. The authors’ findings about the power of student teams is clear, “the brain that does the work is the brain that learns.”[23] In Squads, students spend the bulk of their time learning from one another with limited teacher intervention. When executed with fidelity, Squads lead to increased student autonomy; the development of durable skills such as collaboration, leadership, critical thinking, and negotiation; and better learning outcomes for all students.

While many classrooms implement some form of group work, most do not use teams. The primary difference between the two lies in the roles assumed by students and teachers, moving from a teacher-led instructional model where adults tightly manage learning to one that is student-led where young people are positioned to take ownership over their own learning.

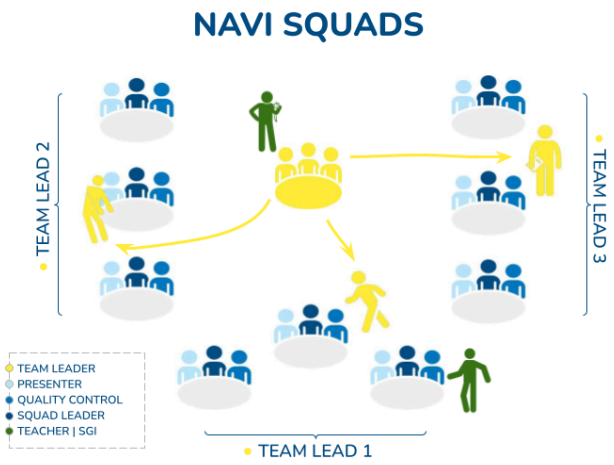
As students take more ownership over their learning, teachers transition from being the primary keepers and disseminators of knowledge to being coaches, guiding students to support and learn from one another.

Navigator Squads have the following characteristics:

- Defined teams that remain consistent for extended periods
- Clear roles for every person (see image below)
- Team norms that promote student autonomy
- Clear and compelling tasks that lend themselves to teamwork with minimal teacher direction
- Supportive environments that enable and reinforce the power of student teams

[22] Gallup. (2015). Gallup student poll: National results. Gallup, Inc.

[23] Toth, M. D., & Sousa, D. A. (2019). The power of student teams: Achieving social, emotional, and cognitive learning in every classroom through academic teaming. Learning Sciences International.



Navigator recently conducted a case study following the same cohort of students at one of its campuses from 5th grade (in 2022-23) to 6th grade (in 2023-24), which was also their first year in Squads. The percentage of students who were proficient in math increased from 28% in 2022-23 to 49% in 2023-24, a significant improvement after just one year in Squads. The ELA scores for the same group of students also improved from 45% in 2022-23 to 57% the next school year. Additionally, Squads is helping reduce the rate of chronic absenteeism: as of January 2025, the chronic absenteeism rate (CAR) for Gilroy Prep - a Navi campus - is 12.5%, well below the state's overall rate of 24.3%

We believe these outcomes are replicable at scale, particularly for schools dedicated to creating a culture of student success and professional development.

Intentional Model Design

We designed the Navi Squads model to engage adolescent learners as they work in pursuit of Navigator Schools' Graduate Aims. Below are three primary drivers behind this design.

Durable Skills Development: Year over year, the list of high-demand skills in the workplace remains consistent: 70% are Durable Skills—the "soft skills" related to critical thinking and communication, and the "character skills" such as persistence and leadership.[24] Equipping students with the dexterity required to navigate an unknown and complex future requires us to think as much about how students are learning as what they are learning. The student-centered design of Navi Squads cultivates durable skills by positioning students as leaders of their own learning and as collaborative teammates.

[24] America Succeeds. (2021). The high demand for durable skills. America Succeeds. Retrieved from https://durableskills.org

Social Learning: Early adolescence, the period between ages 9 and 14, is a time of rapid brain development when young people become particularly attuned to social relationships. During this stage, adolescents are predisposed to learning about social hierarchies and roles, and they are eager to work collaboratively with their peers. [25] The small-group structure of Squads exploits adolescents' natural inclination toward social learning, and their clearly defined roles facilitate engagement and collaboration.

The Protege Effect: When a student teaches other students, they often show learning gains of their own, likely because of the metacognitive and organizational strategies they employ to prepare their explanations. [26] Rather than learning from the teacher via direct instruction, students in Squads teach one another—in particular those in the roles of Squad Leader and Team Leader.

Teacher Preparation for Squads

Teacher preparation for Squads begins with comprehensive onboarding that includes targeted coaching sessions focused on launching and leading Squads effectively. These sessions continue throughout the school year, with coaches working closely with teachers to hone skills and address challenges. Teachers also engage in regular grade-level meetings to review Squads and discuss the model's effectiveness. These sessions offer a structured environment for educators to share observations and analyze data.

Student Perception of Squads

To capture the impact of Squads on our students, Navi surveyed students in our middle schools to capture their feedback. Students in Squads were almost twice as likely to agree or strongly agree that, 'Over the last 3 weeks, I got specific suggestions around how to improve my skills.' Students in Squads were five times more likely to agree or strongly agree that, 'Most of my classmates encourage each other to work hard in this class.' Students in Squads feel an increased sense of belonging and feel more supported in their schoolwork compared to those not in Squads.

6-8 Humanities

ELA Squads

When students enter the sixth grade, they will be well prepared to move to the next stage of leading their learning. Students work in Squads of three, completing the ELA lesson and engaging in a deep discussion with their peers. Teachers modify our core instructional materials to include student-facing directions, and students lead the lessons in their squads. Through a well-developed training program, students learn to lead ELA lessons in their squad with the teacher circulating to monitor and support students. In Squads, students spend most of the block discussing a genuine text and responding to

[25] Gavin, L. A., & Furman, W. (1989). Age differences in adolescents' perceptions of their peer groups. Journal of Developmental Psychology, 25(5), 827-834.

[26] Chase, C. C., Chin, D. B., Oppezzo, M. A., & Schwartz, D. L. (2009). Teachable agents and the protégé effect: Increasing the effort towards learning. Journal of Science Education and Technology, 18(4), 334-352.

comprehension questions, while the teacher circulates to hold all students accountable for completing the work and to provide timely feedback. Teachers also gather formative student data as they circulate, which informs their small group and whole class instruction. If the formative data shows a common error among several Squads, the teachers will pause the class and deliver a whole class mini lesson to address the misconception. Our goal is for students to spend 70-80% of their ELA block working in their Squads, engaged in deep discussions about worthwhile texts that will prepare them for success in our high school and college.

Navigator uses a number of different computer-based programs in the middle school grades. Teachers determine which programs should be prescribed to each student and for how long based on the students' personalized needs. Teachers assign targeted practice on programs such as: Reading Plus, No Red Ink, NewsELA, and Accelerated Reader.

ELD Instruction

During this independent work time, designated ELD groups will meet daily. The number of groups that meet will be determined by the number of MLs, their levels, and cross-grade level grouping options. As ML numbers vary across grade levels, MCP will create either leveled classrooms or leveled small groups to ensure each middle school student receives designated language development daily. Teachers will use their qualitative and formative data to determine oral and written language gaps for specific skill instruction. Understanding the language gaps of each group, along with the Common Core, helps teachers develop tailored instruction aligned with the standards being taught. For example, if students are learning to compare and contrast in reading, the aligned ELD lesson could include interacting with the academic vocabulary necessary to access that grade-level content later in the week. Teachers could use sentence strips, songs, realia, Thinking Maps, and various other ELD strategies to help students exchange ideas or offer opinions through written and oral language practice. These personalized lessons will continue to develop as students' needs evolve. For example, if data indicate that ML students are struggling with voice in their middle school narrative writing, the designated lesson might focus explicitly on distinguishing how different words with similar meanings produce different effects on the audience.

Navigator teachers spend professional development time deconstructing the ELD standards, just as they do with the Common Core standards. Their ongoing collection of student data, deep understanding of the ELD standards, and open-ended instructional presentations allow for the same level of personalization in designated ELD as is offered in the leveled reading and math instruction. This personalized approach is one of the key components to Navigator student success.

Whole Class Humanities Instruction Overview

Similar to K-5, the second humanities block is heterogeneous, whole-class instruction. During this block, students will have the opportunity to learn Common Core reading, writing, speaking, and listening,

language, and history standards through grade-level text selections; however, there is an emphasis on student-facilitated discussions and collaborative proof of proficiency projects. Proof of proficiency projects are an exhibition of understanding through several multimedia options. These options could include producing an instructional video using online publication applications, a live demonstration, or an essay. Teachers will also balance this group work with independent practice time which could include brief writes, blog posts, essay writing, current standard practice questions, and spiral review questions.

6-8 STEM

Math Squads
Similar to ELA squads, students are placed in heterogeneous Squads of three students. Students lead the instruction, and each student has a specific role within the Squad to advance the lesson. Teachers provide modified curriculum materials and brief directions to begin lessons, and students complete the lesson within their squads. During lessons, teachers circulate to gather formative data to monitor learning and progress. Using the data collected, teachers may pause squads for a whole-class mini-lesson to correct a common misconception. Although students work together to complete the lesson activities, each student is held accountable for contributing to their squad. Teachers circulate during lessons to gather formative data using checks for understanding. The expectation is that all students in a Squad must be able to explain the correct answer. This ensures students work together in their Squads, so everyone understands the lesson.

Standards-Based Instruction
Using curriculum-based daily quizzes, teachers use the Navigator Data Cycle to adjust lessons that are backwards-planned from the intended learning outcomes. Collecting daily check-for-understanding data allows teachers to pivot quickly and address misconceptions the next day. The Squads model allows students to grapple with the concepts in productive struggle. The teacher supports the collaborative discussions that lead to a deep understanding of the concepts.

Blended Learning block
All math rotations include a blended learning component. In grades 6-8, Navigator uses ALEKS as the primary learning software and further personalizes this center by incorporating other targeted programs such as IXL and Khan Academy. Every student has weekly program goals, and data is reviewed to help ensure students are on track to meet their end-of-year goals. The data also gives the teacher an additional data point to help personalize instruction and intervention.

Whole Class STEM Instruction
The second STEM block is whole-group science instruction. A primary resource is Discovery Techbook, a curriculum that promotes best practices for teaching Next Generation Science Standards. This resource utilizes the 5E model (Engage, Explore, Explain, Elaborate with STEM, and Evaluate), and it incorporates

the Discovery Channel's vast media library. Students and teachers participate in real-world science concepts in the Earth, life, and physical sciences. The program utilizes real-time data, hands-on labs, and countless interactive tools through a web browser to inspire students.

Students most often work in squads, practicing their collaboration and leadership skills as they work to deeply understand the how and why behind science. Students will spend up to a week diving deeply into each concept such as plate tectonics, conservation of energy, or photosynthesis. Each concept culminates in a student-created proof of proficiency project that includes multimedia, live demonstrations, and technical writing.

Instructional Model for Grades 9-12

Navigator School's high school model is the Navigator Public Service Academy. It is a pathways-based dual enrollment program designed to initiate students academically in college-level work and engage them through interest-based pathway concentrations.

Navigator will prepare high school students for careers in government-oriented public service pathways. In 2023, the United States government employed around 21.85 million people, with the majority (19 million) working for state and local governments. According to the Census Bureau's American Community Survey (2019), 2,487,100 Californians worked in government. These statistics do not include people who work for businesses contracted by the government to carry out the work of the people.[27]

The range of careers in public service is vast, encompassing roles such as educators, healthcare professionals, project managers, engineers, community and economic developers, resource managers, transportation providers, public safety personnel, military service members, and policymakers. These essential professions keep society functioning efficiently, yet they are often overlooked by students when considering future career paths. The Navigator Public Service Academy aims to change that by preparing students for meaningful careers in government and public service. Through specialized training in high-demand skill sets, students will gain the expertise needed to thrive in this sector and public service adjacent careers while making a lasting positive impact on their communities.

High School Graduation Plus

Each student will graduate having completed six elements described in detail in the sections below.

1. Completed the UC/CSU entrance requirements (A-G) and state-mandated courses: PE, Health, Ethnic Studies, and Personal Finance (when required)

[27] U.S. Bureau of Labor Statistics. (2024, December 19). How many people work for the federal government? USAFacts. https://usafacts.org/articles/how-many-people-work-for-the-federal-government/

2. Earned college credits and/or certifications in their selected pathway and is assigned a mentor to guide their development. The mentors will guide students through their apprenticeships and certifications.
3. Completed an apprenticeship, internship, work/study program, or public service project using Youth Service grants from Perkins.
4. Developed a Professional Portfolio based on the America Succeeds rubric.[28] See Figure 19.
5. Completed a Senior Capstone project
6. Gained acceptance to the college or post-secondary program of their choice.

Mentoring to support students' growth toward this goal begins in our TK-8 grade program. Courageous dreamers with the knowledge, skills, and experiences to make their dreams come true.

[28] America Succeeds. (2023). The Durable Skills Adv

Figure 19: America Succeeds Durable Skills Wheel



At Navigator, every student is empowered to explore their passions while acquiring the academic and executive functioning skills necessary to access the wealth of educational resources now available both locally and online. Our unique Squads model fosters independent learning in foundational courses while mentor teachers guide students' chosen concentrations. By the time they graduate, students will have not only mastered their coursework but also developed the confidence and real-world skills required to pursue their ambitions successfully.

Recognizing the lasting effects of the pandemic on education, some students—after careful consultation with their counselors and guardians—may opt for an extended five-year high school track to recover lost learning. This decision, typically made in the second semester of ninth grade, ensures students have the time and support to build a strong academic foundation.

To create a seamless transition from middle to high school for students not attending the Navigator TK-8 program, Navigator will collaborate closely with local schools to conduct outreach and align our math curriculum with district-specific standards, whether sequential or integrated math. Additionally, Navigator will establish strong partnerships with local public service agencies, providing students with hands-on learning experiences and career pathways that extend into college and beyond. Each student will graduate with an America Succeeds Durable Skills portfolio, showcasing their achievements, employability, and readiness for the workforce—offering tangible proof of their capabilities beyond traditional academic transcripts.

College Prep Program
At Navigator Public Service Academies, every student will engage in a rigorous and relevant college-prep program, designed to equip them with both the academic foundation and essential soft skills needed for long-term success. Our curriculum follows a progressive, spiraling model, allowing students to build upon their knowledge as they advance through their chosen pathway. Whether they pursue Education, Health Sciences, Project Management, or Individual Studies, all students will begin with foundational skills and introductory coursework, ensuring a strong academic base before diving deeper into their specialized pathway.

In addition to earning pathway certifications and college credit, students will compile an America Succeeds Durable Skills portfolio, documenting their apprenticeship experiences and demonstrating their employability. This portfolio not only enhances their ability to secure higher-paying positions upon graduation but also gives those continuing to a four-year college a competitive edge in securing better-paid student employment opportunities. By blending rigorous academics with real-world experience, Navigator ensures that every graduate is well-prepared to thrive in both the workforce and higher education.

MCP offers students a dynamic and versatile educational experience, providing pathways in specialized concentrations such as Education, Health Sciences, Project Management, and Individual Studies. Through dual enrollment with colleges, students can earn college credits while still in high school, guided by dedicated mentor teachers who ensure they stay on track academically and professionally. To build a strong foundation in civic engagement, students complete front-loaded government and economics coursework, equipping them with a deep understanding of public policy and governance. They further develop their critical thinking and research abilities through an AP Research seminar, where they explore a student-selected policy issue, allowing for in-depth analysis and problem-solving.

Flexibility is a cornerstone of the Navigator model, with customizable scheduling and completion timelines that accommodate both intervention for academic support and acceleration for advanced learners. Students gain hands-on experience through real-world internships, apprenticeships, community service, and work/study programs, ensuring they graduate with practical skills and a network of professional connections. Leadership development is integrated into the curriculum, with each student compiling a Leadership and Durable Skills portfolio, showcasing their achievements and readiness for the workforce. To further support students on their educational journey, summer program guidance and personalized college counseling help them explore postsecondary opportunities, while ACT, PSAT, and SAT preparation ensures they are well-equipped for college admissions. Through this comprehensive approach, Navigator empowers students to pursue their passions, develop essential career skills, and successfully transition into higher education and public service careers.

To frame this discussion, our baseline course sequence is provided in the table. Traditional core courses

will be guided by cross-curricular collaboration and assignments that overlap with relevant topics in students' chosen pathways.

	9th	10th	11th	12th
Foundational Courses	-English/Portfolio -Leveled Math -Technology -Spanish -PE/Dance -AP Government -AP Economics -Ethnic Studies/Arts -Health/CPR	-AP Research -Leveled Math -Spanish -AP World History -PE/Dance *Personal Finance (required 2027-28, class of 2031)	-English Portfolio -Leveled Math -Spanish (optional) -AP US History	-English Portfolio -AP Statistics / AP Calculus -Spanish (optional) -Senior Capstone Project
Education Pathway	-Intro to Ed Careers -Psychology	-Biology -Certification Courses	-Chemistry -Certification Courses	-Certification Courses -Apprenticeship
Health Science Pathway	-Intro to HS Careers -Anatomy & Physiology	-Biology -Certification Courses	-Chemistry -Certification Courses	-Certification Courses -Apprenticeship
Project Management Pathway	-Intro to PM Careers -Environmental Science	-Physics -Certification Courses	-Engineering -Accounting -Certification Courses	-Certification Courses -Apprenticeship
Individual Studies (will meet A-G)	-Intro to IS Careers -Curated Selection	-Curated Selection	-Curated Selection	-Curated Selection

Subjects	Monterey County Prep	UC/CSU Entrance Requirements
English	Year 1 English 1 Year 2 English 2 Year 3 English 3 Year 4 ERWC	4 years of college-preparatory English
Social Studies	Year 1 .5 AP Govt/ .5 AP Econ Year 2 AP World History Year 3 AP US History Year 4 Personal Finance*	1 year of world or European history and 1 year of U.S. history

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Math	Year 1 Leveled Math Year 2 Leveled Math Year 3 Leveled Math Year 4 AP Calculus / AP Statistics	3 years of college-preparatory mathematics including algebra 1 and sufficient geometry
Science	Year 1 Biology Year 2 Chemistry Year 3 Physics Year 4	2 years of lab science
PE	Year 1 PE Year 2 PE Year 3 Year 4	Not Required
World Language	Year 1 Spanish 1 Year 2 Spanish 2 Year 3 Spanish 3 (optional) Year 4 Spanish 4 (optional)	2 years of same language
CTE	Year 1 Introductory to Career Pathways Year 2 Certification Courses Year 3 Certification Courses Year 4 Certifications, Apprenticeship	1 year college preparatory electives
Art	Year 1-4 Elective	1 year (A-G) approved arts course
Capstone Project	Experiential learning project accounting for 10 units awarded in 12th grade takes place in multiple courses.	Not Required

MCP Graduation Requirements

English (4 years)	40 Units
Social Studies (3 years)	30 Units
Math (4 years)	40 Units
Science (3 years)	30 Units
PE (2 years)	20 Units
World Language (2 years)	20 Units
CTE (2 years)	20 Units
Performing and Fine Arts (1 year)	10 Units
Capstone Project	10 Units
Total Required Units*	**220 Units**

*The Ethnic Studies requirement will be fulfilled by selecting a required English, Social Studies, or Arts course that covers the required topics.

At Navigator Public Service Academy, students embark on a structured, immersive journey that prepares them for impactful careers in public service. In their first semester, students focus on developing foundational skills essential for success in government, policy, public health, education, project management, and related fields. During the summer before 9th grade, Navigator will host a Public Service Career Exploration Fair, where students will engage with professionals from various sectors, gaining insight into different career pathways. Following this event, students will enroll in an introductory course designed to provide exposure to the diverse roles within public service, allowing them to make informed decisions about their future specialization.

In 9th grade, students begin specialized coursework, earning certifications aligned with their chosen pathway through partnerships with local colleges and public service agencies. During this time, they will explore different careers within their fields of interest, whether in education, health sciences, project management, or policy analysis. Their hands-on learning hours will connect them with real-world experiences, equipping them with practical skills and professional networking. Apprenticeship partners will provide students with professional tools and resources, ensuring they are well-prepared for their internships and fieldwork in the upper grades.

During their last two years, students will attend a Public Service Internship Fair, where they will be matched with a government agency, nonprofit, or public service organization for internship experiences. Through our work experience curriculum, students will engage in meaningful, hands-on public service work while earning high school credit. Their apprenticeship sponsors will provide direct mentorship, allowing students to deepen their understanding of real-world challenges and responsibilities within

their field. Students will gain field experience, shadow professionals, and participate in case studies that reflect real-world decision-making. We will monitor students' progress, ensuring they complete essential competencies while allowing their mentors and teachers to provide targeted support. Each student will also be assigned an academic coach, who will oversee their educational, personal, and professional development throughout their journey. Additionally, a summer bridge program will be available to assist students needing extra academic support to manage the rigorous coursework.

By senior year, most students will be fully immersed in their chosen pathway, working toward finalizing their capstone project, which serves as the culmination of their public service training. Throughout their time at Navigator, students will compile a comprehensive digital portfolio, documenting their skills, internships, research, and leadership experiences. In their final year, they will present this portfolio before a panel of teachers, community leaders, and industry professionals, demonstrating their growth and readiness for a career in public service. These presentations will highlight students' achievements across leadership, policy analysis, community engagement, and durable skills.

The Navigator curriculum is designed to be hands-on, project-based, and cross-disciplinary, ensuring that students develop both the technical knowledge and soft skills necessary to excel in public service careers. Course offerings are aligned with UC A-G requirements, providing students with multiple pathways to remain college-eligible while gaining industry-recognized credentials. Developed in collaboration with higher education institutions and public sector partners, these courses emphasize critical thinking, problem-solving, and ethical leadership, ensuring that graduates are prepared to make meaningful contributions to their communities. Once the academy is formally established, Navigator will secure UC A-G approval for all courses, following an expedited process modeled after existing accredited programs.

Through a structured yet flexible learning model, Navigator Public Service Academy ensures that students graduate with the skills, knowledge, and experience needed to thrive in public service, government, policy, and community leadership—whether they choose to enter the workforce immediately or continue their education at a four-year university.

Math

MCP's mathematics instruction will be developed using the College Board Advanced Placement curriculum as a framework. The course outlines reflect existing UC A-G-approved courses. MCP recognizes a graduation requirement of 4 years of math is ambitious. To address the diverse needs of all learners, MCP plans to implement a robust math sequence, allowing students multiple opportunities to fulfill the 4–year graduation requirement. Students with severe academic needs will have the opportunity to repeat 9th grade, giving our staff ample time to close gaps. Students will have the opportunity, but are not required, to take Advanced Placement ("AP") exams in mathematics.

In collaboration with Hartnell College, Arizona State University, and other local colleges, MCP may

replace AP Course offerings with available college offerings addressing similar content areas according to the needs and abilities of individual students.

Science

In alignment with the Next Generation Science Standards, in year 1, MCP students will complete college-level courses in their selected pathway. This will make the science content students are learning immediately applicable to their future careers.

The 9th-grade science courses are specialized to students' pathways and will be taught by our Community College partners. The introductory course will give students early exposure to their chosen career pathway.

10th-grade students will take AP Biology, a college-level course that explores key biological concepts, including evolution, cellular processes, genetics, ecology, and biological systems. The course emphasizes inquiry-based investigations, data analysis, and scientific reasoning to help students develop a deeper understanding of life sciences. Through hands-on labs and real-world applications, students gain critical thinking and problem-solving skills essential for careers in medicine, research, and environmental science.

11th-grade students will take AP Chemistry, which explores the fundamental principles of chemistry, including atomic structure, chemical reactions, thermodynamics, and kinetics. The course emphasizes problem-solving, laboratory investigations, and mathematical applications to deepen students' understanding of chemical concepts. Through hands-on experiments and real-world applications, students develop critical thinking skills essential for STEM careers and further scientific study.

MCP will use the Advanced Placement curriculum, so all MCP students are exposed to college-level rigorous content and learn the research skills that will serve them after high school. Students will have the opportunity, but are not required, to take the AP exams.

In collaboration with Hartnell College, Arizona State University, and other local Community Colleges, MCP may replace AP Course offerings with available college offerings addressing similar content areas according to the needs and abilities of individual students.

English

The English curriculum at MCP will be modeled after existing UC A-G-approved courses. The team identified these specific courses due to their close alignment with the three key English Language Arts Common Core State Standards: reading, writing, and speaking. In addition, the literature and units of study are relevant not only to MCP's public service focus but also to our targeted student population. MCP's English classes have extensive cross-curricular collaboration opportunities that will be enhanced

through relevant and engaging real-world culminating activities. The courses also complement MCP's advisory themes and build off topics addressed in the Study Skills class. MCP believes that the writing- and reading-intensive high school classes proposed will ensure young learners are well-positioned to succeed in college courses. MCP also wanted to ensure all students had access to college preparatory coursework. In accordance with AB 2735, English language learners would participate in the traditional course offering with integrated supports described below.[29]

In collaboration with Hartnell College, Arizona State University, and other local colleges, MCP may replace AP Course offerings with available college offerings addressing similar content areas according to the needs and abilities of individual students.

Multilingual Language Development

Recognizing MCP's proposed locations are in areas with high Multilingual Learner rates, the team recognizes the potential need for additional course curricula concentrated on English language development. A supplemental ELD course will be offered as an elective. The offering of this course would be largely contingent upon student needs. The proposed ELD course focuses on reading, writing, and speaking. There is an added emphasis on listening for participating students as they seek to increase their English language proficiency. This course provides an additional pathway for students to fulfill their graduation requirements while also remaining UC A-G eligible.

Social Studies

Coursework in social studies will also be modeled after Advanced Placement (AP) courses. MCP students will complete their government and economics courses in 9th grade. This course sequence is intended to expose students to topics related to the functioning of government and the various public service careers early in high school to inform their pathway selection.

Students begin their social studies pathway in 9th grade with AP U.S. Government, exploring the foundations of the American political system, followed by an economics course that integrates both AP Macroeconomics and AP Microeconomics. In 10th grade, students take AP World History, analyzing global developments from 1200 CE to the present. 11th grade focuses on AP U.S. History, where students examine key events, people, and ideas that have shaped the nation. This rigorous sequence builds a strong foundation in historical analysis, economic literacy, and civic understanding.

Throughout these courses, students develop critical thinking, analytical reasoning, and problem-solving skills by evaluating primary and secondary sources, constructing arguments, and making connections across historical and economic contexts. They refine their writing and communication skills through evidence-based essays and discussions while applying data analysis to economic and political trends. By

[29] California Legislature. (2018). Assembly Bill No. 2735: English learners: participation in standard instructional program.

engaging with real-world issues and historical perspectives, students become informed, active participants in civic life and global affairs.

MCP will use the Advanced Placement curriculum, so all MCP students are exposed to rigorous content and learn the research skills that will serve them after high school. All students will have the opportunity to take the AP exams, but they are not required to.

California AB 2927 mandates that all high schools offer a stand-alone, one-semester personal finance course starting in the 2027–28 school year.[30] MCP students will complete this course prior to graduation.

To support interdisciplinary learning, social studies and English instructors will collaborate to ensure alignment in research, writing, and public speaking skills. Project-based rubrics will assess student mastery of the Common Core State Standards, emphasizing critical thinking and communication. By combining academic rigor with practical application, these courses will equip students to become well-rounded public servants and engaged citizens, ready to contribute meaningfully to their communities.

In collaboration with Hartnell College, Arizona State University, and other local Community Colleges, MCP may replace AP Course offerings with available college offerings addressing similar content areas according to the needs and abilities of individual students.

Electives

MCP believes all learners must have a firm grasp of their academic expectations and feel supported as they experience increased independence and maturation. A semester-long Study Skills course will help provide some of the support necessary to help students develop long-term skills. The course is designed to teach ninth-grade students valuable tools and strategies they can immediately apply to their college coursework, support the development of longer-term habits to ensure consistent academic success, and help support the transition from middle school to high school. Through this course, students will build greater self-awareness of how they learn most effectively and how to articulate what they need to help them succeed. Students will participate in activities to help them learn how to get organized, create effective study habits, and use the best kind of planner for their organizational style. The course will fulfill a UC A-G elective requirement. This course fulfills the performing and fine arts requirements but also relates directly to their apprenticeships.

World Language

MCP's world language offering will be limited to high school Spanish for the initial years of the charter. MCP recognizes, as student demographics change, additional language course offerings may be provided.

[30] California Legislature. (2024). Assembly Bill No. 2927: Pupil instruction: high school graduation requirements: personal finance.

The addition of other foreign language courses should not necessitate a material revision of the petition. Students will have the opportunity to take other language courses through the community college.

Like the English courses, the Spanish curriculum at MCP is grounded in authentic dialogue and communication. Students are expected to listen, speak, and write in Spanish as they progress through the course sequence. Like the other classes at MCP, project-based learning and cross-curricular opportunities will be central to the delivery of content.

Dual Enrollment and Advanced Education

Since the passage of AB 288 in 2015, dual enrollment has increased by over 60% statewide. More and more, students and families are taking advantage of this opportunity for high school students to earn credits toward an associate or bachelor's degree while still in high school.[31] This opportunity will be a cornerstone of MCP students' educational experience. In contrast to state policies that broadly limit dual enrollment participation to high-achieving students, research indicates that middle-achieving high school students can be successful in dual enrollment coursework and also reap substantial benefits from program participation. Having MCP students participate in dual enrollment and advanced education while in high school honors our commitment to making a college degree attainable for families and puts students on a path to entering the workforce with sought-after skills. These programs are another sign of our commitment to solving the employment and opportunity gaps that exist for far too many students and families.

The unique school schedule is designed intentionally to foster increased access to college courses, whether through a formal dual-enrollment pathway or advanced education opportunities. Initially, these higher education opportunities will take place at Hartnell College, other local community colleges, or Arizona State University (online). Once again, when travel time is accounted for, students cannot be served as well in a single district.

MCP's multiple differentiated pathways ensure all students are exposed to college coursework in a public service pathway that interests them. The proposed base pathway for students involves two Human and Career Development ("HCD") courses in a student's 1st year and introductory courses in the 2nd semester of their freshman year.[32] These asynchronous classes are completed through Arizona State University online and meant to build student competency and develop a strong foundation before students begin taking more rigorous coursework. At the end of the ASU courses, students will decide to take the college credit, which is transferable to their future undergraduate work at ASU. This is built off

[31] Bohn, S., & McConville, S. (2021). Dual enrollment in California. Public Policy Institute of California. Retrieved from https://www.ppic.org/publication/dual-enrollment-in-california/

[32] UNI 150 ASU College Success-- Designed to enhance students' skills in time management, critical thinking, and effective communication, this course supports the transition to university life OR/AND PSY 101: Introduction to Psychology-- An overview of psychological principles, theories, and research methods, providing a foundation for understanding human behavior.

of research indicating that, participation in a student success or College 101 course increases the likelihood that students will complete college.[33] The asynchronous nature of courses also ensures a trained MCP staff member can support students properly and ensure they make adequate academic progress. The 1st-year dual-enrollment courses, by their very nature, are meant to be a low-barrier indicator to determine whether a student is ready for more rigorous coursework in ensuing semesters. Following the successful completion of these courses, students have several higher education pathways from which to choose.

The team recognizes that with this structure comes added expectations and concerns that students are taking courses that will end up on their permanent college transcript. Because of the added responsibility placed on students taking college courses during their 1st year of high school, students have the option to take the course for college credits with ASU or only a high school grade for their MCP transcript. MCP teachers will hold students to high behavioral and academic standards to ensure they are successful in these courses. First-year college classes not only build foundational skills but provide students with an early victory as they finish their 1st semester with a completed college course.

MCP's staffing plan includes a dedicated counselor. The counselor will hold regular collaboration meetings with the community college partners. Based on other programs we have explored, we recognize the importance of an academic counselor for students navigating college and high school simultaneously. The counselor will ensure students receive information on how to complete and submit a FAFSA and the California Dream Act.

Three developed pathways have been created for students moving through MCP's program. These pathways have been built to strengthen off-campus learning opportunities. Students earn college credit by completing articulated courses and traditional college classes. These pathways ensure students are career-prepared and college-accelerated.

The pathways end in an associate degree or credits transferable into a 4–year university. Regardless of the college pathway students pursue, much attention has been focused on ensuring students complete the UC A-G requirements.

Student Mentoring through College Coursework

Our mentored instructional model includes Navigator providing a mentor teacher for students taking in-person and online college courses. The mentor teacher meets with the students weekly as a group and is available to provide individual support so that the students gain the academic and executive function skills needed to succeed in a college environment.

[33] Boudreau, C. A., & Kromrey, J. D. (1994). A longitudinal study of the retention and academic performance of participants in freshman orientation course. Journal of College Student Development, 35(6), 444-449.

Grades and Progress Monitoring in College Coursework
If a ninth-grade student is on track to earn a D, F, or W in any of their foundational classes or is well below level on baseline assessments, the student and their parent will meet with the school leadership team to discuss implications for college readiness and identify any supports necessary to be successful; this meeting will start the MTSS process. With all MTSS conversations, the support offered will be tailored to the specific student's individual needs.

Support for students struggling in dual-enrollment courses may include mandatory academic enrichment time, daily or weekly check-ins with the counselor or coach, agenda support, parent communication logs, and mandatory office hours with their college professors. With all college dual-enrollment courses, existing dual-enrollment structures facilitate communication between the MCP advising teacher and the college professor.

Professors routinely update student progress to ensure that high school students maintain academic progress. In addition, the MCP counselor will have access to the online college courses for all asynchronous dual-enrollment classes. This allows the high school counselor to pace students through their weekly work and ensure students meet benchmarks. These forms are provided to their advisors and trigger additional academic support, dependent on student needs before final grades. It is essential to note that, for students to complete advanced education, a formal partnership is not needed. Rather, MCP's schedule facilitates opportunities for students to take college courses on the college campus every Tuesday and Thursday.

Career Pathways
Navigator students will graduate with career certifications and college credits in any of the four concentrations we plan to offer MCP students.

Education
Students in this pathway will engage in a comprehensive, college-level program in Early Childhood Development, equipping them with the foundational knowledge and practical experience necessary to pursue careers in education, psychology, social work, child advocacy, or research. The curriculum is designed to seamlessly transition students into baccalaureate degree programs in Child Development or related fields, ensuring they are academically prepared for advanced studies. Throughout the program, students will explore child growth and development, learning theories, classroom management strategies, and the social and emotional needs of young learners, providing them with a well-rounded understanding of early education.

A key component of this pathway is hands-on, experiential learning. Students will complete apprenticeships in licensed early learning environments, where they will work under the supervision of certified educators while gaining direct experience in curriculum planning, child assessment, and

inclusive teaching strategies. These apprenticeships will enable students to meet the qualifications for a California Child Development Teacher Permit, as well as align with the National Association for the Education of Young Children ("NAEYC") standards.[34] Additionally, students will participate in professional development workshops alongside credentialed teachers, gaining insights into best practices in early education. As part of their training, they will also engage in one-on-one tutoring and mentorship of younger students, reinforcing their teaching skills while fostering a strong sense of leadership and community engagement. Through this immersive approach, graduates will leave fully prepared to enter the workforce, continue their education, and make a meaningful impact in the lives of young learners.

Project Management

Students in this pathway will gain in-depth exposure to careers in infrastructure and community development, preparing them for leadership roles in urban planning, civil engineering, environmental sustainability, transportation, and public works. Through a structured curriculum in project management, students will develop the skills needed to plan, execute, and oversee large-scale projects that impact communities. They will earn a Project Management Certification from Arizona State University, equipping them with industry-recognized credentials in budgeting, scheduling, risk assessment, and stakeholder communication. Additionally, students will gain proficiency in project management software, allowing them to apply technology-driven solutions to real-world challenges in infrastructure, logistics, and environmental planning.

Upon completion of the program, students will be workforce-ready for entry-level roles in public and private sector development projects, or they may choose to continue their education in a four-year baccalaureate degree program in engineering, climate studies, logistics, or urban planning. Others may opt for specialized apprenticeship programs in renewable energy, telecommunications, construction management, or transportation systems. Hands-on learning experiences, mentorship from industry professionals, and exposure to real-world projects will ensure that students graduate with a strong foundation in strategic planning, problem-solving, and leadership, making them valuable contributors to the growing field of sustainable infrastructure and community development.

Health Sciences

Students in this pathway will engage in college-level coursework in the health sciences, gaining a foundation in human anatomy, physiology, medical ethics, healthcare systems, and emerging medical technologies. This program is designed to provide students with both theoretical knowledge and hands-on experience, preparing them for a variety of careers in the rapidly growing healthcare industry. Throughout the program, students will have the opportunity to earn industry-recognized certifications in

[34] National Association for the Education of Young Children. (2020). Professional standards and competencies for early childhood educators. Retrieved from https://www.naeyc.org/resources/position-statements/professional-standards-competencies AND California Commission on Teacher Credentialing. (n.d.). Child Development Permits (CL-797). Retrieved from https://www.ctc.ca.gov/credentials/leaflets/child-development-permits-(cl-797)

specialized fields such as biotechnology, pre-nursing, medical assisting, or emergency medical response, equipping them with practical skills and credentials that make them workforce-ready upon graduation.

This pathway offers multiple career and education trajectories to suit students' individual goals. Those interested in direct entry into the healthcare field can pursue two-year health specializations, leading to careers in radiologic technology, respiratory therapy, surgical technology, or licensed vocational nursing ("LVN"). Others may choose to continue their education in a four-year baccalaureate program in nursing, biomedical sciences, public health, or pre-medicine, setting the foundation for advanced degrees in medicine, research, or healthcare administration. Through apprenticeships, clinical experiences, and mentorship from medical professionals, students will develop critical thinking, patient care, and laboratory skills, ensuring they are well-prepared for the demands of the healthcare industry.

Individual Studies
Students in this pathway will take a personalized, self-directed approach to their education, working closely with faculty mentors to design an individualized course of study that aligns with their unique interests and career aspirations. By leveraging locally available and online college courses, students will have the flexibility to explore a diverse range of academic disciplines, from law and public administration to environmental policy, international relations, or social justice. For those still discovering their career path, this pathway offers the opportunity to study multiple career fields and gain exposure to different industries before committing to a specific area of specialization.

Throughout their journey, students will develop critical thinking, research, and interdisciplinary problem-solving skills, culminating in a senior-year capstone project in public policy. This final project will integrate the knowledge and experiences gained across their coursework, allowing students to analyze, propose, and present solutions to real-world policy challenges. Whether preparing for postgraduate study, entry into the workforce, or a specialized career path, students in this pathway will graduate with a strong academic foundation, a tailored skill set, and a clear vision for their future in public service.

High School Program
The Charter School shall notify families of the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements in its student handbook, which shall be distributed annually.

WASC Accreditation
The Charter School shall seek accreditation from the Western Association of Schools and Colleges.

Instructional Methods & Practices

Our instructional approach is adapted from nearly 40 high-performing urban charter schools across the

State of California and from across the country in schools recognized for high achievement in serving a high-needs community. While studying the best instructional practices of these schools, trends merged as to how teachers manage their classroom effectively and push rigor with their students. These strategies are drawn from leading educational researchers like Doug Lemov and have shown the greatest positive effect on student achievement. The strategies below will help teachers set clear academic and behavioral expectations and serve as the foundation for high-quality instruction. A description of the most common strategies and/or methodologies, designed to accelerate English language development for our Multilingual Learner students, are found below, grouped by the appropriate age range. Certain methods and practices are relevant for elementary grade levels, while most are relevant TK through 12th grade.

TK-5th Grade Instructional Methods & Practices

Leveled small groups - Small groups allow teachers and paraprofessionals to engage in focused instruction with small groups. Using data from formative and interim assessments allows students to be grouped by level and to rotate through centers in both guided reading and math instruction. Rotations include:

- Teacher led
- Small Group Instructor ("SGI") led
- Blended Learning and/or independent

Systematic phonics instruction - Every kindergarten through second-grade student receives systematic phonics instruction using specifically designed programs, including *Reading Mastery* and *Horizons*. Students of all subgroups benefit from the use of systematic phonics and phonemic awareness instruction. Students in the older grades receive phonics instruction as needed using *Corrective Reading*.

Literacy Development - Emphasis on fluency, decoding, and comprehension occur through literature and informational texts in Navigator classrooms within all subject areas. Teachers provide multiple practice opportunities for fluency and decoding through independent reading times and choral reading exercises. Guided reading and teacher read-alouds are key components to building comprehension skills.

Chris Biffle's Whole Brain Teaching Strategies - Whole Brain Teaching ("WBT") instructional techniques are a vital part of the MCP educational model. The following are key components of WBT:

Teach-Okay: Research indicates students learn the most when they are engaged in teaching others. By emphasizing energetic, instructional gesturing, students engage five of students' most powerful brain areas: visual cortex (seeing gestures), motor cortex (making gestures), Broca's area (verbalizing a lesson), Wernicke's area (hearing a lesson), and the limbic system (giving emotional content to a lesson).

Mirror: Many brain scientists believe students learn by mirroring the gestures and activities of others. They have identified mirror neurons scattered throughout the brain which are activated by mimicking the behavior we observe. MCP teachers believe when a class mirrors a teacher's gesture and repeats their words, a powerful learning bond is created between students and teachers.[35]

Schoolwide (TK-12th) Instructional Methods & Practices

- **Direct Instruction ("DI")** - Explicit teaching of standards through a variety of strategies including "I do, we do, you do", demonstrations, and lectures. Curriculum may include some widely-used direct instruction programs such as: *Reading Mastery*, *Horizons*, *Corrective Reading*, and *ReadWorks*.

- **Adaptive or Leveled Software -** The use of adaptive or leveled software such as *Lexia*, *Reading Plus*, *ST Math*, *STAR Reading*, *STAR Math*, *Aleks*, and *Read Naturally*, allows students multiple practice opportunities at an appropriate level for building skills, enhancing skills, filling in learning gaps, and learning advanced skills.

- **Prove/Disprove** - A creative strategy to increase the rigor of multiple-choice questions in which students are expected to solve each question using their proving and disproving skills. For each incorrect answer, students must explain what the error was that led to that possible answer. For each correct answer, students must prove it with a solution and a written explanation as to why the answer is right. Teachers make sure there is a clear strategy to solve the problem and a thoughtful explanation of why the other answers would not be possible.

- **Teach Like a Champion techniques** - Doug Lemov's book, *Teach Like a Champion 2.0*, names 62 techniques which master teachers use to place students on the path to college success. Key techniques include:[36]
    - **No Opt Out:** Accepting "I don't know" to a question is not an option for a teacher. Teachers coach a student to arrive at the correct answer through peer support or by providing scaffolded cues to help the student arrive at the correct answer.
    - **Circulate:** Within the first five minutes, a teacher must "break the plane" by moving away from the front of the classroom and delivering instruction at strategic points around the room. The teacher moves systematically and without pattern, engaging with students both verbally and nonverbally as he or she circulates.
    - **Cold Call:** Teachers call on students regardless of whether or not they have their hands raised. Some teachers use popsicle sticks to randomize student responses, while other teachers may choose to use a student response app. Cold call increases student

[35] Biffle, C. (n.d.). Whole Brain Teaching: Teach-Okay and Mirror Techniques. Retrieved from https://wholebrainteaching.com/wbt-basics-2/

[36] Lemov, D. (2015). Teach like a champion 2.0: 62 techniques that put students on the path to college. Jossey-Bass.

accountability and is always used in a positive manner and is never berating or used to "catch" students who might be off task. Supportive scaffolding described above in No Opt Out is used when a student doesn't know the answer to help students develop confidence and knowledge.

- **Do Now:** When students first enter the classroom, they immediately put their pencil to paper with a three to five minute independent activity that is either a preview of the day's lesson or a review of a recent lesson.
- **At Bats:** Using multiple formats and variations, students have the opportunity to practice a given skill until they are able to do it independently. Once a student has mastered a given skill, the teacher will extend the challenge by moving to the next level with a bonus problem.
- **Exit Ticket:** The final "At Bat" comes in the form of an exit ticket. Exit tickets are quick (one to three questions) designed to yield data and make great Do Nows.

- **Daily Spiral Review of CCSS** - Daily instruction includes a series of spiral review slides covering material students have already been directly taught. A fast-paced, high-energy review of the standards on a daily basis is pivotal to the retention and mastery of the standards.

- **Intervention blocks to reteach standards** - The daily schedule reflects times where teachers are expected to provide additional instruction to those students who have not mastered standards.

- **Thinking Maps** - Thinking Maps is a language of eight visual patterns each based on a fundamental thinking process. These research-based maps are highly effective at helping MLs and all other subgroups of students improve their literacy skills through writing, discussing, and presentation of their thinking. The maps are based on cognitive thinking skills: defining in context, describing qualities, comparing and contrasting, classifying, part-whole, sequencing, cause and effect, and seeing analogies. These maps can be used individually or in combination across grade levels and subject areas. Thinking Maps teach students to internalize visual strategies for interpreting text structures.[37]

- **Cooperative Learning** - Navigator Schools pioneered several new forms of student-led collaboration including squad-based learning (teams of three). This system allows true heterogeneous groupings that permit all students in the team ample practice opportunities because of the small group size. Additionally, teachers continue to use more traditional strategies such as think-pair-share, jigsaw, and round robin to expand the student's ability to increase positive interdependence, social skills, and master of concepts. Students will partner to read, analyze text, and ask questions, eventually leading guided reading discussions, and serving as

[37] Hyerle, D. (2011). Student successes with Thinking Maps: School-based research, results, and models for achievement using visual tools. Corwin Press.

teachers in both math and ELA classrooms.

- **Systematic vocabulary instruction** - All students benefit from systematic vocabulary instruction to advance in the area of literacy. MCP will use various strategies to ensure students develop the required language skills to succeed in mastering the CCSS. Current Navigator practices include direct instruction of vocabulary prior to encountering them in context, ensuring that words are utilized in context multiple times, associating an image with the new word, and selecting words that are critical to understanding the key ideas of new content.

- **Progress monitoring data accessible to students and parents** - All MCP classrooms display data charts that document student progress towards meeting various academic goals. Research has proven that student effort and learning increase when their progress is tracked, and they have some responsibility in measuring their own progress.

- **Math manipulatives and visual modeling** - Effective instruction includes the use of various manipulatives which have been proven to support the deeper understanding of mathematics for students of all subgroups. In addition, MCP students will create pictorial models of mathematics problems on a daily basis.

- **Oral language sentence frames and stems** - Oral language frames are embedded in all teaching materials and are utilized throughout the instructional day. The frames are based on Integrated ELD acquisition levels: beginning, intermediate, and advanced. This instructional practice is supported by the leading practitioners of language development, including the work of Kate Kinsella and Susana Dutro.[38] When a standard is being taught, the teacher first models the sentence frames, and the students respond chorally. Then students pair-share and use the open-ended sentence frames to practice the targeted skill. The teacher then calls on students to use the frames in front of the whole class. Classmates have the opportunity to agree, disagree, and add on to the student's comments. After adequate oral language practice using the sentence frames, students use the frames to construct written responses to a standards-based question asked by the teacher.

- **Chants and rhymes** - Choral response in the form of chants and rhymes for times tables, algorithms, grammar mechanics rules, and desired personal character qualities are utilized to increase mastery of skills and promote student engagement.

[38] Kinsella, K. (2013). Academic response frames. Retrieved from https://www.sccoe.org/sclis/resources/Kinsella%202013/Writing%20Institute%20Batch%202/32_SentenceFrame_Resource.pdf AND Dutro, S. (2002). Rethinking English language instruction: An architectural approach. In G. Garcia (Ed.), English learners: Reaching the highest level of English literacy (pp. 227-258). International Reading Association.

- **Proof of proficiency video** - Students create multimedia presentations to demonstrate mastery of standards and application of skills. Students utilize a variety of software programs, including Explain Everything, PowToons, Google Slides and Prezi.

- **RACE/CASE** - To ensure that students are able to demonstrate their comprehension of short reading passages and word problems through writing, the use of RACE and CASE provides students with the steps to take. The acronym for RACE refers to Restate question, Answer question, Cite evidence, and Explain evidence. CASE refers to Circle problems, Analyze the question, Show and Solve the problem, and Explain the answer.

- **Frequent Assessments** - MCP employs a comprehensive standards-based assessment plan, which includes daily skills assessments and interim assessments six times per year. Interim assessments address the following areas: reading fluency, reading comprehension, CCSS based on a year-long instructional map, math facts fluency, and technology-based evaluations, including Lexia, ST Math, STAR Reading, and STAR Math. Staff will use interim assessment results to adjust classroom intervention groups and to increase spiral review of areas of weakness.

- **Enrichment** - In addition to CCSS instruction, students participate in a wide range of enrichment courses, including art, chess, coding, dance, Lego Robotics, music, and sports.

Special Populations

The MCP instructional model is designed to meet the needs of the diverse learners that will comprise the student body of MCP, including English learners, migrant students, students with special needs, foster youths, socioeconomically disadvantaged students, students below grade level, and students performing above grade level. The model follows the comprehensive Multi-tiered System of Supports framework and Response to Intervention process, as provided by the CDE.[39]

According to the CDE, "MTSS is an integrated, comprehensive framework that focuses on CCSS, core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success." California has a long history of providing numerous systems of support. These include the interventions within the RtI2 processes, support for special education, Title I, Title III, support services for Multilingual Learners, American Indian students, and those in gifted and talented programs. MTSS offers the potential to create needed systematic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students." (Definition of MTSS, California Department of Education, https://www.cde.ca.gov/ci/cr/ri/mtsscomprti2.asp)

In addition, "RTI is a systematic, data-driven approach to instruction that benefits every student. RTI integrates resources from general education, categorical programs, and special education through a comprehensive system of core instruction and tiered levels of interventions to benefit every student." (California Philosophy & Definition - RTI California Department of Education. 13 May 2016. Web. 10 March 2017)

Plan for Academically High-Achieving Students

The instructional model in MCP classrooms supports the academically high-achieving student population through differentiated instruction, adaptive software, student-led discussion groups, and independent learning projects. Students are identified by state test results, formative and summative assessments, and teacher observations. Every month, parents are notified when students demonstrate high achievement in math and reading. In addition, parents are notified when students meet blended learning goals. Students who meet or exceed proficiency on the SBAC are publicly recognized at an assembly in August. Students who received a perfect score on the SBAC are identified at a Navigator Schools board of directors meeting in September.

Leveled reading instruction allows academically high-achieving students to engage in advanced levels of literature through the use of audiobooks, literature circles, and guided reading opportunities. Twice a

[39] California Department of Education. (n.d.). Definition of MTSS - Multi-Tiered System of Supports. Retrieved from https://www.cde.ca.gov/ci/cr/ri/mtsscomprti2.asp

year, in October and April, parent conferences also provide opportunities for parents to be informed about their child's performance.

Adaptive software allows our academically high-achieving students to learn and be challenged on a daily basis. These programs place students at their individual academic levels in math and language arts. This software allows advanced students to progress as quickly as they can, unlike traditional classroom instruction that typically focuses on grade-level content.

Opportunities will be provided for high-achieving students to lead inquiry-based small group discussions within language arts and STEM rotations. Student-led discussions will focus on leadership skills and higher-level thinking skills such as synthesizing, perspective-taking, and application. At the existing Navigator Schools, student-led discussions have led to students learning basic teaching management strategies, presentation skills using technology, ways to scaffold information for different learners, and increased student agency.

Independent learning projects will allow high-achieving students to demonstrate the acquisition, application, and expansion of skills. Through projects that incorporate components of art, media, writing, and design, students have creative opportunities to channel learning at higher levels.

Plan for Academically Low-Achieving Students

MCP will follow the RTI process to provide focused intervention to low-achieving students with the purpose of mitigating the underlying academic, social-emotional, or behavioral issues they might present. MCP educators will identify all students at risk of having any difficulties that interfere with learning. Students will be identified for intervention through regular data monitoring by MCP staff that utilizes state test results, formative and summative assessments, and teacher data.

The RTI model at MCP will be based on tiers of support. The chart below summarizes the purpose of each level of RTI support and describes possible interventions MCP will utilize to best support students.

Intervention Overview	Possible Types of Intervention	Time of School Day Provided
Tier 1 supports are provided in the general education classroom and are accessible to all students. Supports are both academic and	Standards-aligned instruction Personalized and differentiation of instruction Gradual release model of instruction to foster student mastery of content (i.e. I do, we do)	Throughout instructional time, across all parts of the school day

behavioral.	Use of graphic organizers, thinking maps, sentence stems, and other accommodations used to foster student understanding Frequent check-ins from teachers on progress Seat changes Whiteboard configuration to clearly state objectives and learning agenda Use of class jobs, classroom management systems, and other structures to invest students in the classroom environment.	
Tier 2 supports are provided when there is data to demonstrate Tier 1 supports are not enough to ensure student success. Tier 2 Supports are provided to students via small group interventions. With a full inclusion model, most Tier 2 supports will be provided to small groups of students within the general education classroom.	Tier 2 interventions will be provided to small groups of students (2-6 students typically). Interventions are research-based and assigned based on student assessment data. Examples include: Targeted fluency/decoding support Reading comprehension strategy support Support to access the text/finding textual evidence Numeracy & fluency support Mathematics problem solving strategies Tier 2 behavioral supports may include: Socio-emotional strategy/affinity groups Behavior trackers/incentive plans Small group check ins with teacher	Academic rotations, extended day support
When students continue to struggle after consistent provision of Tier 2 supports, they may be eligible to receive **Tier 3** supports. These supports are the most intensive.	Interventions are research based and assigned based on student assessment data. Examples include: ● Targeted fluency, decoding support ● Reading comprehension strategy support ● Support to access the text/finding textual evidence ● Numeracy & fluency support ● Mathematics problem solving strategies	Academic rotations, extended day support

	Tier 3 behavioral supports may include: ● Socio-emotional strategy/affinity groups ● Behavior trackers/incentive plans ● Small group check ins with teacher ● Referral for counseling and/or individual behavior support sessions.	

Teams of teachers will meet to review students' progress as supports are provided. Parents and students are informed as students move through these levels of tiered support. If a student needs to be moved from Level 2 to Level 3, an intervention meeting is scheduled with teachers, support staff who work with the student, and the parents. This meeting will also include the student when appropriate.

This process of reviewing student needs and then scaffolding supports for the student continues until the student succeeds. The process is overseen by an MCP staff member who works closely with the student and is supported by the student's teachers.

As noted above, MCP will provide extensive support to all students in Level 1, 2, and 3. We deeply believe that students can be successful when learning in a school environment that is physically and emotionally safe and provides them access to world-class instruction. By providing an exceptionally high level of quality teaching to every student in every classroom and by offering the array of supports described above, we feel confident that all students at MCP will experience success.

Student Success Team and Response to Intervention

If the supports outlined above do not lead to sufficient progress in the student's achievement level for academic, behavioral, or social-emotional concerns, MCP will convene a Student Success Team ("SST") to consider additional or alternative supports to meet the child's specific needs. This team will be comprised of the key people responsible for the child's learning and success, including the student's teachers, parents, special education teachers, and administration. The team will collect data, discuss observed student strengths and areas of concern, and brainstorm interventions to address the student's needs. The team will evaluate the student's plans every eight weeks to monitor progress and assess the effectiveness of the intervention. If the student's achievement has not improved sufficiently, the team will request parent consent for a referral to a special education evaluation in the areas of suspected disability.

Plan for Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with

disabilities, including, but not limited to, Section 504, the ADA, and the IDEA.

The Charter School will join the El Dorado County Charter Special Education Local Plan Area ("SELPA") as a member, in accordance with Education Code Section 47641(a) and understands that the Charter School shall provide notice to the County, the SELPA, and the California Department of Education before June 30th of the year before services are to commence if it changes SELPA membership. Monterey County Prep shall be its own local educational agency ("LEA") for purposes of special education, and as part of the Navigator Schools charter management organization ("CMO"), is a member of good standing with the El Dorado County Charter SELPA (see letter in **Appendix H**).

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The Charter School shall adhere to the SELPA 504 Procedural Guide. The facilities to be utilized by the Charter School shall be accessible to all students with disabilities.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, based on disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment is eligible for protections under Section 504.

The principal will assemble a 504 team, which shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations.

The 504 team will review the student's existing records, including academic, social, and behavioral records, and will determine whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504.

The student evaluation shall be carried out by the 504 team, which shall evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities.

The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials, including those tailored to assess specific areas of educational need, and not merely those that are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing, and notice is given in writing to the parent or guardian of the student in their primary language, along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, the 504 team will make a referral for assessment under the IDEA.

If the student is found by the 504 team to be eligible for accommodations under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

A sample of 504 Procedures can be found in **Appendix I**. All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and small group instructors, must have a copy of each student's 504 plan. The Principal or Coach will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

Services for Students under the IDEA
The following provisions summarize the Charter School's Procedures for special education instruction and related services, as provided by the Charter School with support from the El Dorado County Charter SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. The Charter School will comply with all relevant State and Federal special education laws and the SELPA Local Plan policies and procedures. A copy of SELPA procedures, participation agreement, and applicable forms are available in **Appendix J**. The Charter School shall utilize SELPA forms in seeking out, identifying, and serving students who may qualify for special education programs and services, responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School administers its core curriculum so that students receiving special education services have the same opportunity as all other students to master core content.

The Charter School agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment, and records as required or imposed by law.

Staffing
All special education services at the Charter School will be delivered by individuals or agencies qualified to provide them as required by the Education Code and the IDEA. Charter School staff shall participate in SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School will be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to the Charter School's students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

The short-term staffing model for MCP includes a full-time special education teacher and two or more special education paraprofessionals, depending on the needs of the students. Speech therapy services, occupational therapy services, psychological services, counseling services, and any other service provider listed on a student's IEP will be provided through contracted staff unless the CMO has already hired one of the needed service providers. As the school grows, more special education staff will be hired by the

Charter School.

A long-term staffing model for MCP may include the following full-time staff: additional special education paraprofessionals, a speech pathologist, a counselor, and a psychologist.

Notification and Coordination
The Charter School shall promptly notify the local school district of residence of all requests it receives for students who transfer out of the Charter School. The Charter School shall follow EDCOE SELPA policies as they apply to all SELPA members for responding to the implementation of special education services. The Charter School shall adopt and implement SELPA policies for all special education issues and referrals.

Identification and Referral
The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating students who have or may have exceptional needs that qualify them to receive special education services. No assessment or evaluation will be used for admission purposes. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have or may have such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered and, where appropriate, utilized. This includes the Charter School's Response to Intervention framework, outlined in a previous section. The Charter School may also refer a student for services through the provisions of a Section 504 Plan, if appropriate. The oversight entity shall have access to the Charter School's student records and information to conduct oversight audits.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services if general education interventions do not provide a free appropriate public education to the student in question.

Assessments
The term "assessments" shall have the same meaning as "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with its general practice, procedure, and applicable law. The Charter School will obtain parent/guardian consent to assess students.

Referral for a special education assessment might come through the Student Study Team process. When a student is determined to be in need of more intensive interventions, the student is referred to the SST. At this meeting parents, intervention staff, teachers and an administrator review data and create an intervention plan to implement for at least 6 weeks. A follow-up meeting is scheduled to determine if the

interventions were effective. If the interventions were not effective, a new intervention plan is created, a follow-up meeting scheduled where intervention efficacy is reviewed again. If the student is not making satisfactory progress, a referral might be made for a special education assessment, or a new cycle of intervention may occur. Parents will be informed that special education and related services are provided at no cost to them and includes assessment guidelines and assurances that if conflicting with SELPA policies and procedures, then SELPA policies and procedures will govern.

In the event that the Charter School receives a written request for evaluation, it will be solely responsible for working with the parent/guardian to address the request and follow SELPA policies, procedures, and timelines. The Charter School shall respond to a written request for assessment within 15 days. If Charter concludes that an assessment is appropriate, it will send a written Assessment Plan within 15 days, and upon receipt, conduct the evaluation and hold the IEP within 60 days.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall comply with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the MCP designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher; the student, if appropriate; the student's parent/guardian; and other MCP representatives who are knowledgeable about the general education program at MCP and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include but are not limited to an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall documents the IEP meeting and provide the notice of parental rights. Timelines for meetings include the following: Yearly to review the student's progress; every three years to review the results of a mandatory comprehensive reevaluation; after the student has received a formal assessment or reassessment; within 30 days of a parent's request; when an Individual Transition Plan ("ITP") is required at the appropriate age, if manifestation determination is required.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services, and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the SELPA and State and Federal law. Every student who is assessed for special education will have an IEP that documents assessment results and eligibility for special education services. Assurances of modifications and accommodations and Least Restrictive Environment ("LRE") Assurance that IEP goals and services will be linguistically appropriate as per Education Code Section 56345 (b). A copy of the IEP will be given to the

parent in accordance with state laws and policies on SELPA forms.

IEP Implementation
The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide the parents with timely reports on the student's progress as provided in the student's IEP, at least as frequently as report cards are provided for the Charter School's non-special education students. Unless otherwise specified on the student's IEP, parents will be informed four times a year of the student's progress toward meeting annual goals. If a reassessment is requested at any time during the year, the school will have thirty days, not including school vacations greater than five days, to hold the IEP meeting. The Charter School assumes responsibility for IEP review. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students
The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days. By this time, the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district-operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies
The Charter School shall be solely responsible for selecting, contracting with, and overseeing all nonpublic schools and nonpublic agencies used to serve special education students.

IDEA Non-Discrimination
It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

Reporting
Assurances that Charter will collaborate with authorizer or SELPA to collect/maintain the information required by IDEA and lists: age, grade, type of disability, ML status, number of students receiving service, number of students receiving and types of test modifications and exemptions; settings of service; suspension data, and reasons for charter exiting. All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the Charter School staff member.

Parent/Guardian Concerns and Complaints
The Charter School shall follow SELPA policies as they apply to all schools for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights. The Charter School shall immediately address any concerns raised by parents. The designated representative shall investigate as necessary, respond to, and address the parent/guardian's concern or complaint. The Charter School, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints. The Charter School shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, the Office for Civil Rights, or any other agency and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

Procedural Safeguards
The Charter School will provide Notice of Procedural Safeguards, details, and assurances of parental written consent and participation, and the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child. Any concerns or disagreements raised by parents will be acknowledged by the school within five days followed by a resolution meeting.

Due Process Hearings
The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event

that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

If the Charter School determines that legal representation is needed, all costs will be borne by the Charter School, and the Charter School shall have sole discretion to settle any matter in mediation or due process. The Charter School shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any student necessary to protect its rights.

SELPA Representation
The Charter School understands that it shall represent itself at all SELPA meetings. A school designee shall participate in the SELPA governance and SELPA-wide benefits in accordance with the Local Plan and SELPA policies and procedures.

Funding
As an LEA, the Charter School shall receive its State and Federal special education funds directly from the SELPA in accordance with the SELPA local allocation plan and shall utilize those funds to provide special education instruction and related services to eligible pupils. As an LEA, the Charter School shall be solely responsible for all special education costs that exceed State and Federal special education revenue allocated to the Charter School.

Plan for Multilingual Learners

The Charter School will meet all applicable legal requirements for English learners (Multilingual Learners, MLs), including long-term Multilingual Learners and students at risk of becoming long-term Multilingual Learners, as they pertain to annual notification to parents, student identification, placement, program options, ML and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. MCP will implement policies to protect the rights of students and parents and to assure proper placement, evaluation, and communication regarding English language learners. A Multilingual Learner Advisory Committee will be formed when there are more than 21 ML students at the Charter School.

In accordance with CA ELD Standards, Navigator Schools is dedicated to providing ML students with an effective instructional program that will equip them to attain proficiency in English.[40] English learners at MCP will have full access to English language arts, mathematics, science, and social studies content, as well as other subjects, at the same time that they are progressing through the ELD-level continuum. Within the growth expectations of the State of California, ML students will develop skills and confidence

[40] California Department of Education. (2014). California English Language Development Standards: Kindergarten through Grade 12. Sacramento, CA: California Department of Education.

in English listening, speaking, reading, and writing. These components are at the core of achievement, inside and outside of the classroom.

The Navigator instructional model provides developmental access to the core curriculum through instructional modifications designed to make instruction comprehensible to an English learner at any point on the continuum. The model is designed to build academic English language proficiency in tandem with mastering the content standards adopted by the California State Board of Education. Navigator classrooms implement integrated and designated ELD, and students who are English learners participate in both ELD instructional segments until they have met all reclassification criteria and are redesignated fluent English proficient ("RFEP"). Educators meet frequently to discuss student needs and to change flexible groupings. Teams of educators also meet quarterly to monitor English learner progress and to determine reclassification candidates.

The MCP ELD program includes the following key components:

- Implementation of the 2012 California ELD standards in alignment with the CCSS and NGSS.
- Designated ELD is data-driven and personalized as teachers identify specific language gaps through ELD formative assessments.
- Designated ELD is scheduled during the day at a protected time utilizing the CA ELD standards as the focal standards.
- All teachers with ML students use integrated ELD in their classrooms, using the CA ELD Standards in tandem with the CA CCSS for ELA/Literacy and other content standards.
- The ELD plan includes a process for measuring the effectiveness of the Charter School's English learners program, and the results will be used to improve the program.
- English learners are grouped for designated ELD by English language proficiency level.
- Teachers hold appropriate certifications for instructing English learners.
- Core instruction is taught in English using Specially Designed Academic Instruction in English ("SDAIE") strategies emphasizing academic language and vocabulary.
- Instruction addresses the ELD standards through speaking, listening, reading, and writing domains.
- Instruction develops proficiency in formal, academic English.
- Instruction provides access to the core curriculum through rigorous lessons, using scaffolding as needed.

Integrated ELD

The ELA/ELD Framework uses the term integrated ELD to refer to ELD throughout the day and across the disciplines. All teachers with Multilingual Learners (ML) in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their Multilingual Learners (MLs)' linguistic and academic progress. The goal section of each set of grade-level

and grade-span CA ELD Standards specifies that in California schools, Multilingual Learners (MLs) should engage in activities in which they listen to, read, analyze, interpret, discuss, and create a variety of literary and informational text types. Through these experiences, they develop an understanding of how language is a complex and dynamic resource for making meaning, and they develop language awareness, including an appreciation for their primary language as a valuable resource in its own right and for learning English." (Ch. 2, p. 81)[41]

The Navigator educational model was designed to accelerate English language development. The constant integration of ELD strategies across the instructional program and in all subject areas has led to the Navigator English language learner populations excelling on the SBAC, far outperforming their subgroup averages across the state.

Designated ELD

Designated ELD is protected time during the regular school day when teachers use the CA ELD Standards as the fMCal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge, and abilities needed for content learning in English, an opportunity during the regular school day to support MLs to develop the discourse practices, grammatical structures, and vocabulary necessary for successful participation in academic tasks across the content areas. The master schedule provides an example of the specific time during each instructional day that designated ELD instruction will be provided.

Assessment and Identification

- Home Language Survey - The Home Language Survey ("HLS") is administered upon every student's initial enrollment into a California public school as part of Navigator's standard enrollment form completion process.

- English Language Proficiency Testing - MCP will administer the English Language Proficiency Assessments for California (ELPAC), described in more detail below. All students who indicate their home language is other than English will be ELPAC tested within thirty (30) days of initial enrollment and at least annually thereafter between July 1st and October 31st until reclassified as fluent English proficient.

- MCP will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty (30) days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under Every Student Succeeds Act for annual English proficiency testing.

[41] California Department of Education. (2014). California English Language Development Standards: Kindergarten through Grade 12. Sacramento, CA: California Department of Education.

English Language Proficiency Assessment

All students who indicate their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well-developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (IA): The ELPAC IA is used to identify students as either an English learner or as fluent in English. The IA is administered once during a student's time in the California public school system based on the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment (SA): MLs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an ML based upon the IA results in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC IA and SA assessments are administered in seven grade spans -K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In kindergarten and grade 1, all domains are administered individually. In grades 2-12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1-June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an Multilingual Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be four months after January 1 (February 1 - May 31). The English language proficiency of all currently enrolled Multilingual Learners shall be assessed by administering the test during the annual assessment window.

Assessment, Monitoring, and Reclassification Process

Each Multilingual Learner will be monitored daily, weekly, and monthly on both CA ELD standards and the ELA Common Core State Standards. Assessments and progress monitoring tools include:

- ELPAC
- SBAC
- Daily ELA assessments (Checks for Understanding)
- Unit interim assessments
- Software assessments

A student is reclassified as fluent English proficient using criteria consistent with legal requirements, including:

- Current ELPAC Scores Overall (need to be 4 or 5, no more than one subscore can be a 3
- ELA SBAC Previous Year Must be a 3 or 4
- Teacher and administration meeting regarding approval on overall performance with an emphasis on writing.
- Consultation with parents

Education Code Section 313(f) specifies that multiple measures be used to reclassify MLs, but measures must include all four of the following criteria: [42]

1. Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC;[43]
2. Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
3. Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement, including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure, including seeking their opinion and consultation during the reclassification process; and
4. Comparison of the student's performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age that demonstrates to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Reclassified students are monitored for at least four years to ensure their continued ability to achieve mastery of CCSS English Language Arts standards and to provide additional support if needed.

[42] California Education Code § 313(f) (2025). Retrieved from https://codes.findlaw.com/ca/education-code/edc-sect-313/

[43] California Department of Education. (2019, December 20). Monitoring reclassified students. Retrieved from https://www.cde.ca.gov/sp/ml/reclassified122019.asp

Materials

1. Navigator-adopted and supplemental materials are used for all core subjects
2. Navigator-adopted and supplemental materials are used for ELD instruction

ELD Professional Development

Monterey County Prep will provide professional development to improve instruction for English learners and all students. Training will be ongoing at the network and site levels. Information regarding conferences and out-of-district training will also be available.

Examples of Professional Development Topics & Conferences Attended and/or Utilized

- Unpacking the 2012 ELD standards
- 2014 ELA/ELD Framework
- Training and support for administration and site leadership
- ML program options and reclassification criteria
- Current ML assessments, research and policy
- English Language Advisory Committee training and support
- California Charter Schools Association ("CCSA") annual conference
- Designated ELD instruction
- Lesson planning and online resources
- Integrated ELD training for core subjects
- Supporting English learners in the mathematics classroom
- Project-Based Learning ("PBL")
- Thinking Maps
- Guided reading
- Effective instruction and best practices refreshers
- Kate Kinsella: Speaking Frames, Vocabulary, and English 3D Technology integration and CUE conferences[44]
- CAASPP assessment analysis
- Project GLAD strategies
- ELPAC assessment analysis
- Unpacking CCSS and NGSS

Monitoring and Evaluation of Program Effectiveness:

- The evaluation for the program effectiveness for ML students at MCP will include:
- Adhering to charter school-adopted academic benchmarks by language proficiency level and years in program to determine annual progress
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on

[44] Kinsella, K. (2013). Academic response frames. Retrieved from https://www.sccoe.org/sclis/resources/Kinsella%202013/Writing%20Institute%20Batch%202/32_SentenceFrame_Resource.pdf

program design
- Monitoring of student identification and placement
- Monitoring parental program choice options
- Monitoring of availability of adequate resources

ELD Instructional Strategies
The Navigator educational program is designed to reach all learners, including English learners. It promotes language acquisition and proficiency, oral language development, and enriched learning opportunities. The inclusive and collaborative environment at MCP gives MLs a setting to learn from and with English-speaking peers, as well as other MLs. Navigator staff encourage students to share knowledge in a variety of forms so all students can participate, regardless of their own English proficiency. In addition, including small-group instructors in the classroom ensures students receive more individualized support.

All ML students are fully integrated into regular classrooms and receive core content instruction appropriate for their English proficiency and grade levels. Teachers plan their curriculum to ensure ML students have full access to the material, modifying their instruction as needed in order to provide integrated ELD.

Within the Navigator School's schedule there is a dedicated time for Designated ELD instruction in which MLs receive leveled ELD instruction within a small group setting. During the Designated ELD time, instructors focus on teaching specific linguistic skills and ELD standards to students so that they can continue to build upon their English Language skills within academically rigorous courses such as science and social studies.

As part of Navigator's ongoing staff development, all teachers have been and will be trained on the California ELD Standards and utilize a variety of ELD techniques and strategies. On professional development days, during weekly coaching sessions, and in weekly data meetings, teachers regularly discuss the needs and performance of ML students based on both formal and informal assessments. They are then able to plan for both the integrated and designated ELD instruction that is critical for the success of ML students.

Strategies to support Multilingual Learners during designated and integrated ELD include:

- Specially Designed Academic Instruction in English: Staff throughout MCP will use SDAIE strategies to support MLs in learning academic content. SDAIE instruction focuses on making academic input comprehensible and reinforcing it using strategies such as realia and manipulatives, visuals, graphic organizers, interactive discussions, and a focus on academic

vocabulary instruction.[45]

- Spiral review/preview of content: Opportunities for repeated exposure to academic vocabulary are critical for acquiring language for ML student success. Brain research has proven children need between ten and twenty experiences with a concept, problem or vocabulary to internalize and convert learning to long-term memory. Spiral review provides these opportunities while previewing content and front-loading vocabulary, thereby increasing comprehension and learning.

- Oral language practice scenarios: This instructional strategy provides ML students with abundant oral language development opportunities, including always speaking and answering in complete sentences, Socratic seminar, and other forms of small group discussion. Students will be required to verbally rationalize correct and incorrect answers using specific front-loaded vocabulary.

- Leveled reading groups: In grades K-5, ML students will receive daily, leveled small-group reading instruction for at least forty minutes. In grades K-2, instruction will focus on phonemic awareness, phonics, fluency, and comprehension. The literacy approach utilized at MCP incorporates current research on teaching children to read in a second language by providing instruction based on the Science of Reading, interventions based on on-going assessments, and scaffolds for ML students. This type of leveled grouping and instruction will create an environment that allows ML students to be successful and receive instruction at the appropriate instructional level. In addition, the smaller groups allow the teacher to meet the individual needs of each student and differentiate instruction according to their academic levels and needs. MCP students receive a minimum of 90 minutes per day of leveled reading. In grades 2-5, the leveled reading groups focus on vocabulary, comprehension, and analysis.

[45] Lim, M. (2004). SDAIE teaching strategies. Retrieved from https://www.csus.edu/indiv/l/limb/314/pdf/sdaie.pdf

Element B: Measurable Pupil Outcomes

"The measurable pupil outcomes identified for use by the charter school. 'Pupil outcomes,' for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." Education Code Section 47605.6(b)(5)(B).

Schoolwide Outcomes

The outcomes for the MCP students are aligned with state priorities and goals. Figure 21 below describes the alignment and reorganizes the metrics around the state goal they support.

At Navigator, we know that rigorous academics, coupled with individualized support for every learner, will place them firmly on the path to thrive in college and to communicate and lead with confidence. To this end, we implement a rigorous assessment portfolio and systems that will track the school-wide progress of our academic and organizational goals. This includes analysis of absolute, comparative, and longitudinal measures of mastery. We believe in academic transparency and, for this reason, will publish our data on our website and in our annual reports that are provided to key stakeholders, including our Board of Directors and families, so that we are held accountable to the commitments made in our charter agreement, in addition to complying with all reporting requirements to the County, as applicable.

Students will take criterion-referenced and norm-referenced assessments to track academic progress on an absolute and comparative basis locally, regionally, and nationally. Our reporting will include an analysis of year-over-year growth by cohort to track the Charter School's effectiveness in continually growing. All goals and measures also address and meet all applicable state priorities detailed in Education Code Section 52060(d) that apply to the grade levels served or the nature of the program operated by the Charter School. For purposes of measuring the achievement of these goals, a numerically significant pupil subgroup shall be defined pursuant to Education Code Section 52052(a)(3) as one that consists of at least 30 pupils, each of whom has a valid test score, or for a subgroup of pupils who are foster youth or homeless youth, a numerically significant pupil subgroup is one that consists of at least 15 pupils. The Leadership team will engage in thorough analysis, collection, and reporting of performance on school goals for assessments, including the SBAC, STAR Mathematics, and STAR Reading.

Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605.6(b)(5)(A)(ii) and 47605.6(b)(5)(B), the Charter School's annual goals, actions, and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), are include in the tables below.

Monterey County Prep's schoolwide and subgroup outcome goals and performance targets will be aligned to the state's priorities that apply to the grade levels served, or the nature of the program operated by MCP, and methods for measuring progress and the individual(s) with primary responsibility for each, all aligned with Education Code Section 52060(d). The metrics associated with these goals will help the Charter School to ensure that these specific subgroups are making satisfactory progress and are provided with necessary additional support made possible by additional funds from the Local Control Funding Formula.

The Charter School will comply with all requirements pursuant to Education Code Section 47605.6(c)(5)(ii), including the development of schoolwide goals for all subgroups as applicable to the eight state priority areas identified in Education Code 52060(d). The Charter School will comply with all elements of the Local Control and Accountability Plan, including the adoption of any templates required by the State Board of Education. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

Figure 21: MCP Outcomes Aligned to State Priorities

State Priority #1. The degree to which teachers are appropriately assigned (Education Code Section 44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (Education Code Section 60119), and school facilities are maintained in good repair (Education Code Section 17002(d))		
ANNUAL GOALS TO ACHIEVE PRIORITY #1	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT

• MCP instructors will be considered well qualified and fully credentialed in the subject areas they will teach, and instructors will be encouraged to secure additional credentials appropriate for Multilingual Learners (MLs) and special education • MCP will develop and utilize the most up-to-date standards aligned instructional materials that prepare students for college and career • School facilities are maintained and in good repair	• An annual audit is performed to verify appropriate placement of classified and certificated employees • Ongoing support is provided to certificated staff to allow them to move from an intern to a fully credentialed employee • An annual staff survey is implemented • MCP staff completes all mandatory state trainings • Operations staff conducts monthly site walkthroughs to ensure facilities are maintained and in good repair	• 100% appropriate credentialing from annual audit • 100% of staff receive personalized professional development through coaching • MCP achieves 80% staff retention after two years • 80% of faculty reports that they have the necessary resources to succeed in the classroom on annual staff survey • 80% of community members agree that the school is clean and orderly on community survey • 80% of school and operational leaders rate the school condition as acceptable on the monthly walkthrough

State Priority #2. Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency		
ANNUAL GOALS TO ACHIEVE PRIORITY #2	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• All MCP math and language arts curriculum are aligned to CCSS	• MCP develops a school calendar that allows for weekly professional development	• 75% of Multilingual Learners (MLs) make one or more levels of progress towards EL

• All MCP curriculum will be designed to support Multilingual Learners (MLs) and other subgroups • All ML students will access the CCSS-aligned curriculum with additional scaffolds and support to ensure they are achieving English language proficiency • MCP will provide multilingual students innovative, engaging, and research based instructional strategies meant to build students' content knowledge while expanding their linguistic abilities in English.	opportunities to address implementation of the common core standards with a focus on EL students and integrated ELD strategies • Curriculum-based and interim assessments are administered at all grade levels. Immediately following, the teacher and coach will conduct data analysis to identify strength and next steps • Resources, materials, and software aligned to CCSS are be provided schoolwide to enhance student outcomes • All curriculum maps have goals and strategies to support Multilingual Learners (MLs) • Professional development includes dedicated days each year for training on implementing CCSS and on supporting Multilingual Learners (MLs) and struggling students • Provide educators on-going coaching that focuses on CCSS practices • In order to enhance CCSS learning, current	proficiency as measured by the ELPAC • Monthly, 100% of teachers will participate in professional development including CCSS implementation through current technology • School leadership conducts yearly audit of curriculum maps to ensure alignment to CCSS and include supports for Multilingual Learners (MLs) and struggling students • 100% of applicable HS courses will be UC A-G approved

	technology and on-going training and support will be provided • MCP provides various professional opportunities for teachers to learn ELD standards and how to integrate them explicitly into instruction	

State Priority #3. Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation in programs for unduplicated pupils and individuals with exceptional needs.		
ANNUAL GOALS TO ACHIEVE PRIORITY #3	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• MCP increase parent involvement in school and solicits parent feedback • Parents demonstrate high satisfaction with the school's program	• The school site promotes and encourages parents to attend school-based informational meetings, councils, and volunteer activities through newsletters, signage, direct communication, and social media • Parents provide feedback through an annual survey	• Greater than 75% of parents complete community survey • 60% of parents feel they have ample opportunities to engage in volunteerism and community meetings, as measured by the annual parent survey • 80% of parents "likely" or "highly likely" to recommend the school to a friend

State Priority #4. Pupil achievement, as measured by all of the following, as applicable:
A. Statewide assessments (CAASPP, or any subsequent assessment as certified by SBE)
B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education

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C. Percentage of Multilingual Learners (MLs) who make progress toward English language proficiency as measured by the ELPAC
D. ML reclassification rate
E. Percentage of pupils who have passed an AP exam with a score of 3 or higher
F. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (Education Code Section 99300, *et seq.*) or any subsequent assessment of college preparedness

ANNUAL GOALS TO ACHIEVE PRIORITY #4	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• Academic achievement on the annual SBAC testing consistently surpasses the CA state average • In ELA and mathematics, by fifth grade and beyond, 75% of students will show mastery of California Common Core State Standards as measured by a score of proficient or advanced on the SBAC • 75% of students meet annual growth goals of one performance level each year on ELPAC • Students are redesignated as Fluent English Proficient within six years of entering MCP • Students demonstrate college and career readiness through SBAC scores • MCP graduates will be college accelerated, and career prepared	• Standards based quizzes and interim assessments are analyzed to determine individual students strengths and next steps; in- class intervention targets any and all students needing extra support; additional after-school intervention may be utilized based on data collection • Specialized intervention groups are formed to target specific learning needs; CCSS- aligned curriculum and software are provided to these intervention groups as needed • Summer school is provided annually for struggling students • MCP provides a broad course of study for students; students are provided with enrichment and field trip opportunities including but not limited to STEM, physical education and	• 75% of Multilingual Learners (MLs) reclassified as English proficient within six years of original designation • 65% of students who have been enrolled at Navigator for at least 3 years are proficient or above on the CAASPP ELA assessment • 55% of students who have been enrolled at Navigator for at least 3 years are proficient or above on the CAASPP Math assessment • 45% of students who have been enrolled at Navigator for at least 3 years are proficient or above on the CAST Science assessment • All student subgroups will make a 3% growth annually on CAASPP assessments

	the arts • Social and emotional skills are explicitly taught during weekly class meetings; PBIS model is utilized to promote positive behavior	• 50% of Multilingual Learners (MLs) make annual progress towards EL proficiency as measured by the ELPAC • 90% of students feel safe at school as measured on the annual student survey • 100% of students will have access to dual enrollment opportunities • 100% of students will participate in career exploration opportunities

State Priority #5. Pupil engagement, as measured by all of the following, as applicable:
A. School attendance rates
B. Chronic absenteeism rates
C. Middle school dropout rates (Education Code Section 52052.1(a)(3))
D. High school dropout rates
E. High school graduation rates

ANNUAL GOALS TO ACHIEVE PRIORITY #5	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• MCP students attend school regularly, consistently and on time • MCP will support more students through graduation and reduce the number of dropouts, especially among subgroup populations	• MCP implements an Attendance and Truancy Policy • Parents are informed of chronic absence and truancies specified in the Attendance and Truancy Policy • MCP provides training to site staff on the Attendance and Truancy Policy • MCP's HS advisory program will be focused on graduation and	• 92% Average Daily Attendance • Less than 5% of MCP students are tardy per day • MCP maintains an annual Chronic Absentee Rate of less than 10% • MCP will have a graduation rate at or above the countywide average of 90%

	college and career options • Advisors will convene relevant instructional and support staff to discuss individual student performance and strategies to support at-risk students	• MCP will have a cohort dropout rate lower than the countywide average

State Priority #6. School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness		
ANNUAL GOALS TO ACHIEVE PRIORITY #6	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• Students are collaborative and engaged citizens within their community • Students consistently implement strong SEL skills and represent core values through their actions	• MCP engages in extensive community building through whole-school morning messages and parent involvement opportunities, as well as other school events • A social- emotional curriculum is taught during school community meetings and reinforced throughout the day by all staff. Culture surveys for students, parents, and staff are administered multiple times per year	• < 1% suspensions per school year • <1% expulsions per school year • 80% of students would say other students consistently demonstrate our core values on our annual culture survey • 80% of students would say they are satisfied with MCP on our culture survey • 80% of parents say they are satisfied with MCP on our culture survey

		• > 10% student transfer rate per year

State Priority #7. The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; Education Code Section 42238.02) and students with exceptional needs.

"Broad course of study" includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (Education Code Section 51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (Education Code Section 51220(a)-(k))

ANNUAL GOALS TO ACHIEVE PRIORITY #7	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• MCP students, including students from all subgroups, have access to all instructional programs as detailed in the charter • All HS students will participate in a range of college and college preparatory coursework	• MCP's model offers students an all-inclusive environment in all academic and instructional programs; this includes push-in service from special education staff in classrooms to support both students with IEPs and at-risk students	• 100% of MCP students including students from all subgroups will have access to academic and instructional programs including core subjects, PE, enrichments, and electives as detailed in the charter • WASC accreditation by Year 3 and retroactive to Year 1 • 70% of graduating students will earn a minimum of 15 college units • Early college enrollment and college credits earned by student

		subgroups will increase each year through Year 5

State Priority #8. Pupil outcomes, if available, in the subject areas described above in #7, as applicable.		
ANNUAL GOALS TO ACHIEVE PRIORITY #8	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
• Students at MCP will become proficient readers and writers of the English Language and will be proficient speakers and communicators of the English Language • Students at MCP will become proficient in mathematical skills and content • Students at MCP will become proficient in scientific thinking and concepts • Students at MCP will become proficient in social science and history standards • Students at MCP will demonstrate college and career readiness	• MCP implements standards- based curriculum maps • MCP implements regular formative and benchmark assessments aligned to standards • MCP implements a robust intervention program including in-class, afterschool, and summer school interventions • Curriculum maps are designed to support Multilingual Learners (MLs) and struggling students • Curriculum maps are aligned to assessments based on CCSS • Professional development and weekly coaching and data meetings are implemented to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups • All 10th-grade students will participate in the PSAT	• 75% of students demonstrate annual growth as measured by the STAR Math and STAR Reading • 75% of students and all subgroups (EL, SED, Latinos, African Americans, and SED) who have been enrolled at Navigator for at least three years are proficient or advanced as measured by the English, math, and/or science portions of CAASPP assessments • School leadership yearly audit of curriculum demonstrates that 100% of curricula and materials are aligned to CCSS and have supports for Multilingual Learners (MLs) and students requiring intervention • 100% of HS students will be provided the opportunity to participate in nationally recognized college readiness exams

	• All 11th and 12th graders will take the SAT	• 100% of HS students complete a capstone project prior to graduation

Local Control and Accountability Plan

The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the charter through the annual LCAP update. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by the Charter School at the school site.

Element C: Measurable Pupil Progress

"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." Education Code Section 47605.6(b)(5)(C).

While MCP teachers have a clear scope and sequence of instruction, the nature of our data-driven instruction model allows teachers to personalize student learning. Instruction, intervention groupings, and spiral review of standards are adjusted daily based on student achievement data. The data cycle of a daily check for understanding, weekly quiz & blended data, a mid-year interim assessment, and an annual summative assessment provides the educational leadership team with a variety of informational sources used to inform instructional decisions.

Administration of State and National Tests

Student assessment is the cornerstone of MCP's ability to reach proficiency and advanced levels for our students. MCP will administer all components of state and national tests for grades K-12, including CAASPP, CAST, ELPAC, and the California Physical Fitness Test.

Additional Assessments

MCP has developed and administered standards-based assessments and norm-referenced tests, including STAR Reading and STAR Math. Figure 22 includes the formal assessment tools MCP will use to measure student outcomes.

Figure 22: Formal Assessments

Navigator Assessments			
Assessment	**Content Areas**	**Description**	**Use of assessment**
SBAC	English, mathematics	End of the year state mandated assessment on grade-level standards for Math and English	Measures student absolute performance and mastery of California State Standards, for grades 3-8 and 11

PSAT, SAT, ACT	All	College admissions assessments.	Measures of academic college readiness of students. PSAT is a source of scholarship money for students.
ELPAC	English learner development	Test administered at the beginning of the year to students who have a home language other than English	Measures students' mastery of the English language and allows schools to monitor students' progress toward English proficiency
STAR Reading STAR Math	Reading, mathematics	Nationally-normed test that identifies students' reading level and Lexile level as well as percentile and grade equivalency for math	Allows teacher to group students for literacy-based instruction and monitor progress
Interim Assessments Created by Navigator	English language arts, social studies, and science	Internally-created assessments for English, science, and social studies	Allows teachers to group and reteach based on data and to assess students' mastery of Common Core State Standards. uses question frames and types similar to the Smarter Balanced Assessment to prepare students for the SBAC
Curriculum -embedded Assessments	English language arts, mathematics	Comprehension and vocabulary quizzes based on the texts read that week and the math standard of the week	Data drives instruction for the next week, highlights areas for whole class re-teaching, and informs creation of groups for additional support
Universal screening for Risks of Reading	K-2 students		To meet state requirements for dyslexia screeners, MCP will screened with the screener.

Difficulties			
Daily Exit Tickets	English, mathematics, science, social studies	2-3 short questions given at the end of every lesson	Teachers will use this data to pull groups for focus at the end of the day, or plan a re-teach for the entire class should that data warrant it
Proof of Proficiency Projects ("POP")	Science, social studies	Projects include essays, speeches, video productions, or demonstrations	Teachers use POP projects to measure students' mastery of the content; checkpoints along the way allow for instructional shifts
California Science Test ("CAST")	Science	State assessment used to measure state standards for science	Measures student mastery of science based on the NGSS in grades 5 and 8, and high school
California Alternate Assessment ("CAA")	English, mathematics, science	State assessment aligned with alternate achievement standards	Helps teachers identify and address gaps in knowledge or skills early so students can receive the support they need

- Normed-based and Reading inventories – These tests including Basic Phonics Skills Tests ("BPST") and STAR Reading / SRI Lexile will be used to assess reading fluency, comprehension and pre-reading skills. These reading inventories will be administered to students as a means to gather baseline data, inform teachers about students' overall instructional level, independent reading level and as a means to monitor progress. Information from these tests provide percentile scores and can be used to identify homogeneous reading small groups.

- Daily Check for Understanding (CFU) – With the daily use of student response systems, the "board's up" strategy, and informal exit tickets, the data is used to guide instruction in subsequent lessons and class periods. This information can instantaneously provide teachers with information about students' level of mastery of a concept just taught. Teachers are able to correct

misconceptions immediately, provide timely reinforcements and determine next steps for instruction. Software includes programs such as Quizzizz.com, Illuminate, and SMCrative.

- Weekly Quizzes – The weekly quiz is administered at the formal end of instruction of a particular standard and is used to determine effectiveness of instruction and how frequently the assessed standard should be spiraled moving forward.

- Quarterly Benchmarks - Using CCSS-aligned questions and other resources, students are assessed on all standards taught during the quarter. School leaders developed a scope and sequence derived from the analysis of skills and content tested on state assessments and correlated to each standard which provides teachers with a framework for teaching.

- Annual state and federal assessments- These assessments are used in the fall to analyze areas of needed improvement on state and / or nationally required tests and to guide MCP curriculum development.

Data Analysis & Reporting
MCP uses a student information system (Illuminate) with the Charter School's data dashboard to warehouse and report student performance on the various assessments.

Assessment reports are made available to students, parents, and the Navigator School Board as requested. This information, along with the results from state and/or federal assessments, will be included in the School Accountability Report Card ("SARC").

Once a week, MCP staff meet during an early release time period to review weekly assessment information and, when applicable, trimester assessment data. Each grade-level team makes curriculum and instruction adjustments at these meetings.

Every teacher and leader at Navigator understands that utilizing the data-driven instruction cycle is critical to making significant academic gains with their students.

Using academic data empowers the teacher to make instructional adjustments to ensure all students achieve their potential. Daily informal assessments, as well as monthly formal assessment results, are analyzed to identify students who are failing to make adequate progress on Common Core State Standards mastery. For each student in this category, a flexible tiered intervention program is implemented. Teachers use ongoing classroom assessments to determine if a skill or standard needs further instruction. At this time, whole class instruction can be differentiated to meet the needs of individual students. At Navigator Schools, teachers so frequently check for understanding, that "CFU" is a common language.

At MCP, the following key elements to data-driven instruction will exist to ensure all students achieve their potential:

- Set goals
- Plan instruction
- Instruct and adapt
- Assess
- Analyze and Adjust

Grading, Progress Reporting, and Promotion/Retention

Students who demonstrate chronic absenteeism will be monitored closely and the school will actively communicate with families as early as possible about the consequences of missing school. Ten unexcused absences are equivalent to 5% of the academic year. This level of absenteeism will impact a student's understanding of our educational program and detract from disciplined work habits.

For students in grades TK-2, the only academic metric that will be used to consider promotion or retention will be reading achievement. We will use the STAR Reading Assessment to analyze each student's readiness for the next grade. Students will be assessed four times during the year, and if a student in kindergarten (including TK), first, or second grade is reading below grade level and is not demonstrating growth in the STAR Reading Assessment by the end of the year, that student will be a candidate for retention. We will not use mathematic achievement in TK through second grade to determine retention, although we monitor it intensely throughout the year.

For students in grades 3-8, we will use two academic metrics to determine promotion or retention. They are the reading achievement at grade level standards as assessed on the state's SBAC assessment and through their work at school; and mathematics achievement at grade level standards as evaluated on the state's SBAC assessment and through their school achievement. If a student receives a scale score for "Standard Not Met" on either ELA or Mathematics SBAC assessment from the prior year or earns a grade less than 70% in their final quarter in ELA or Math, they will be considered for retention. Specific provisions of an Individual Education Program may amend promotion or retention criteria on a case-by-case basis.

Students in grades 9-12 must demonstrate academic progress to advance to the next grade level and meet California high school graduation requirements. Promotion and retention decisions will be based on the following academic criteria:

Course Completion – Students must complete coursework in core subjects, including English Language Arts and Mathematics, with a minimum passing grade of 70% (C-) in each course.

Credit Accumulation – Students must earn the required number of course credits each year to remain on

track for graduation. Insufficient credit accumulation may result in retention or the need for credit recovery interventions during summer school.

Summative Assessment Performance
9-10th grades: STAR Reading and STAR Math Proficiency – Students must demonstrate grade-level proficiency on the STAR Reading and STAR Math assessments. Consistently scoring below the benchmark for their grade level may indicate the need for additional academic support and intervention.
11th grade: Performance on the Smarter Balanced Assessment Consortium ("SBAC") in ELA and Mathematics will be reviewed as an indicator of academic proficiency. A score of "Standard Not Met" in either subject may trigger additional support or intervention.

Grades 9-12 Credit Recovery
High school students who do not meet the required academic criteria for promotion may be given the opportunity to enroll in credit recovery courses during summer school to stay on track for graduation. Students who complete credit recovery courses over the summer can regain necessary credits and improve their academic standing, reducing the likelihood of retention. MCP staff and counselors will try to ensure students stay on track for graduation.

For all grade levels, grade promotion policy does have an exception for students who have a formal IEP. For such students, the requirements for promotion to the next grade are written into their IEP. Meeting those IEP goals may result in grade promotion, even if the student would not otherwise be promoted based on their report card grades.

MCP ensures that a system of support is maintained to frequently communicate student progress with families. Teachers regularly analyze student work to measure student growth and families are notified through regular communication with their teacher in the following ways:

- Family/Teacher Conferences
- Progress Report Card Conferences
- School Events
- Email/Phone Call/Texts
- Before and after school and by appointment

Formal Quarterly Reports are sent to parents four times per year and include information on student in-class work, homework and assessments. Students who are identified as needing additional support with any skill set will participate in a conference that is outside of their regularly scheduled Family/Teacher Conference to review their progress. The teacher at this time identifies key learning goals for the students and strategies that they will use in the classroom to support their learning.

In addition to the regular communication, state and national testing results are also sent to the families of students. MCP will annually prepare the SARC, which is a public document that describes important information about Monterey County Prep's progress towards achieving its goals.

Retention

Navigator will notify parents in writing and contact families by phone to discuss potential recommendations for retention. This will occur before March 1st, and the teacher will explain the process to families for appealing the recommendation for retention.

Students who face retention will be asked to meet with a parent or guardian and the Principal, who will decide to retain a student. We anticipate families will be well-prepared for this decision given the extensive and consistent communication that will have preceded this meeting. The family can appeal the recommendation for retention. To do this, the family should submit, in writing to the Principal, by the specified date, that they disagree with the decision to retain their student. The written notification shall state evidence supporting why the family believes a recommendation for retention is unwarranted. The Executive Director will review the presentation of facts and make a final determination within 20 days of the receipt of the family's appeal letter.

Families are encouraged to remain active participants throughout the evaluation process. The final decision regarding retention is made after intense interventions have been implemented for the student, results documented, and in collaboration between the teacher, Principal, family, and other support staff.

Authorizer Evaluation

MCP will comply with reasonable MCDE processes, site visits, reporting, and protocols required by MCDE to enable the authorizer to gather information needed to confirm MCP's performance and compliance with the terms of this charter.

Pursuant to Education Code Section 47604.3, MCP shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the County Office of Education and the State Superintendent of Public Instruction. The SARC will be posted annually as required by law.

The Charter School affirms that, to the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

Element D: Location

"The location of each charter school facility that the petitioner proposes to operate." Education Code Section 47605.6(b)(5)(D)

"The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate." Education Code Section 47605.6(h).

The charter intends to procure its own facilities in the areas identified in this petition. These may include upgraded facilities of former private or sectarian schools, co-locations on community college campuses, independently built and maintained buildings, or those purchased or leased from public or private entities.

Facilities Description

MCP will open schools in three regions/sites, with each region serving approximately 1,100 TK-12 students in either a site/campus or multiple campuses, depending on the availability of facilities. This will require approximately 98,000 square feet of indoor space (49,000 square feet each for TK-8 and 9-12). Each region requires the following air-conditioned/heated facilities to be available from 6:30 am through 8:30 pm Monday through Friday, and 8 am through 1 pm on Saturdays year-round:

- 30 classrooms ranging from 600 to 960 square feet (20 feet per student) outfitted with sufficient desks, Wi-Fi, electricity, and technology for 1:1 computing in all grades
- One welcoming office per campus
- One teachers' lounge and workroom per campus
- Lockable storage on each campus
- Lockable, air conditioned, technology server and equipment room per campus
- 6-10 administrator and counseling offices
- 9-11 small conference rooms for student services and tutoring
- Three conference rooms that can accommodate 8-10 people
- Access to a cafeteria/servery sufficient to serve the students over a 90-minute combination of midday lunch periods, plus breakfast and snacks
- An upper school and lower school gym/multi-purpose room or rooms sufficient to provide indoor physical education classes for all grade levels
- A library or a classroom that can be used as a library
- Three science labs
- Three art rooms

- Outdoor, age appropriate-play space

Monterey County Prep has not yet secured these school facilities and may require use of district facilities under Proposition 39 until permanent independent facilities are identified and acquired. The Charter School intends to pursue private leases for facilities upon approval of this charter petition, though it reserves the right to pursue use of public facilities through Proposition 39. The Charter School will begin its facilities search in the neighborhoods within targeted areas of Monterey County, outlined below.

Each of the school districts in which the Charter School may locate a facility has received at least 30 days' notice of the petitioner's intent to operate a charter school. A copy of those communications can be found in Appendix K to this petition. While our target neighborhoods are more narrowly defined, availability of facilities may dictate some flexibility; therefore, more districts have been notified than will receive MCP campuses. They include:

Alisal Union School District
Gonzales Unified School District
Greenfield Union Elementary School District
King City Union School District
Monterey Peninsula Unified School District
Salinas City Elementary School District
Salinas Union High School District
Santa Rita Union School District
Soledad Unified School District

While the Charter School cannot pursue a binding facilities search prior to approval of this petition, the Charter School will be located within a facility that offers sufficient square footage, restrooms, and outdoor/play space to accommodate the initial projected enrollment as well as the growth expected during the charter term. The Charter School's facility will have additional space for administrative offices and multipurpose rooms. All facilities will comply with the Field Act or the California Building Standards Code. In addition, multiple sites may be required in each target neighborhood based on the availability of facilities.

Element E: Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code Section 47605.6(b)(5)(E)

Nonprofit Public Benefit Corporation

Monterey County Prep will be a directly funded independent charter school operated by Navigator Schools, a California nonprofit public benefit corporation, pursuant to California law. While MCP intends to collaborate and work cooperatively with the County, MCP shall operate as a separate legal entity, independent of the County. Pursuant to California Education Code Section 47604(d), the County shall not be liable for the debts and obligations of MCP, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by MCP as long as the County has complied with all oversight responsibilities required by law.

Please find the Navigator Schools Articles of Incorporation (**Appendix L**), Corporate Bylaws (**Appendix M**), and Conflict of Interest Code (**Appendix N**).

Board of Directors

MCP is governed by Navigator Schools' Board of Directors ("Board") in accordance with its adopted bylaws, which are consistent with the terms of this charter. Governance, policy-making authority, and fiduciary responsibility for MCP will rest with the Board. The objectives of the Board are to:

- Promote the success of the charter schools it operates.
- Ensure adherence to the mission and educational philosophy of Navigator Schools.

The Board will be responsible for overseeing Monterey County Prep and any later-approved charter schools it operates. Parents from each charter school are encouraged to apply for a position on the Board and/or attend Board meetings, which will be held in compliance with the Brown Act and Education Code Section 47604.1.

The Board will consist of no less than five (5) and no more than eleven (11) Board members. Each director shall hold office, unless otherwise removed from office in accordance with the bylaws, for two (2) years and until a successor director has been appointed.

Composition of Navigator Schools Board of Directors

The Board strives to be representative of the community. Board members serve voluntarily and do not receive any compensation for their service. Navigator Schools will ensure its board members represent a broad area of expertise and a wide cross-section of the Charter School's communities and community, including financial expertise, knowledge of the community, and educational leadership. The Board bylaws address future Board appointments and membership. Navigator Schools seeks and welcomes support from potential board members with backgrounds in real estate, law, educational pedagogy, public accountancy, business, community engagement, business, and philanthropy to play a role in governance. Two board seats are reserved for parents of current students.

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Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion of at least one student member within its membership, in addition to the number of members otherwise prescribed. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

The Board has created a Governance Committee to implement a process to nominate new board members.

a. Each spring (or as needed due to unplanned vacancies), the Governance Committee will identify existing vacancies or vacancies that arise due to expiring Board terms. Though the Governance Committee is responsible for the vetting of all potential board candidates, any member of the Board may identify potential members and submit a resume for the candidate to the Governance Committee.

b. When a vacancy exists in either or both of the Parent Representative seats from the Foundational Schools, the Governance Committee shall notify the respective school site council, which shall put forth up to five (5) qualified parent candidates for the Governance Committee to interview (during a public meeting).

c. The Governance Committee will review resumes for, have conversations with, discuss and rank all prospective candidates.

d. The Governance Committee will recommend candidates to the Board and bring the nomination to the Board for a vote at the next Board meeting.

e. The full Board will review the candidate's resume and vote to approve new members by majority vote.

f. If the Board does not vote to approve a parent candidate recommended by the Governance Committee (from a list put forth by the appropriate school-site council), the Board will request that a new list of parents candidates be generated and provided to the Board following the same process (the school site council will provide up to 5 candidates for the Governance Committee to interview and then the Governance Committee will forward one or more candidates to the Board to choose from).

g. New members will begin their term of office in July, or as needed when there is a vacancy. Once members have been sworn in, the Navigator Schools Board of Directors will partake in a mandatory board introductory training as well as the annual board training. New members will be presented with the past history of the board, bylaws and policies, as well as all full board and committee responsibilities.

h. New members will be elected to the Board when a previous member's term expires at an annual

meeting occurring during the last quarter of the fiscal year. If vacancies occur mid-year or the Board wishes to grow in size between annual meetings, new members may be added at any Board meeting held for this purpose.

The Navigator Schools Board of Directors membership is detailed in **Appendix B**.

In accordance with Education Code Section 47604(c), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Charter School may appoint additional directors to ensure an odd number of Board members.

Board Meetings and Responsibilities
The Board meets regularly, at least six times per year, and in accordance with the Brown Act and Education Code Section 47604.1. The Board of Directors is fully responsible for setting policy, operation, and fiscal affairs of Navigator Schools, including but not limited to the following:

- Ensure Monterey County Prep adheres to the goals outlined in this charter, as well as to state and federal law and guidelines, and other Navigator policies;
- Hold the Chief Executive Officer & Superintendent accountable for the academic performance and fiscal responsibility of Monterey County Prep;
- Provide support to Navigator Schools for fundraising, marketing, and other similar services;
- Advocate on behalf of Navigator Schools, including working to establish collaboration with community organizations, institutes of higher learning, non-profit foundations, and corporate entities that support the education of California's public school students;
- Hire, supervise, and evaluate the CEO & Superintendent;
- Approve and monitor the implementation of Navigator Schools' policies; and,
- Approve and monitor Navigator Schools' annual budget and budget revisions.

The Charter School has adopted a Conflict-of-Interest Code that complies with the Political Reform Act and Corporations Code conflict-of-interest rules, and which shall be updated with any charter school-specific conflict-of-interest laws or regulations. As noted above, the Conflict-of-Interest Code is attached within **Appendix N**.

The Board may delegate, subject to California law and its bylaws, the management of the corporation's activities to any person(s), management company, or committees, provided that the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised under the ultimate direction of the Board.

Board members will attend annual training on their responsibilities with topics to include, at minimum, the Brown Act, mandatory ethics training, and conflicts of interest.

Navigator Schools and MCP Leadership Responsibilities

The Navigator Schools team and MCP site leadership are actively involved in the day-to-day management of the Charter School's operations. Their roles are enumerated in Element 5, below.

Staff, Student, and Community Involvement in Governance

Navigator Schools will provide opportunities for staff, students, and the community to become involved in MCP's governance. Staff, parents, and students are invited to Board meetings, committee meetings, and annual LCAP meetings. Families, students, and staff participate in annual surveys to have a voice in the direction of the Charter School.

MCP parents can also participate in the parent club, attend monthly bilingual parent coffees, volunteer in the classroom, and/or attend the morning kick-offs to hear about school activities.

Parents attend monthly Multilingual Learner Advisory Committee parent meetings where they elect their own officers and representatives.

Multilingual Learner Advisory Committee

The Multilingual Learner Advisory Committee advises the principal on programs and services for Multilingual Learners. The MLAC acts in an advisory capacity and serves as a voice for the multilingual learner community. Under California law, traditional public schools with more than 21 Multilingual Learners (MLs) must have an English Language Advisory Committee. Committee membership must include parents of Multilingual Learners (MLs) but may also include other duly elected family and community members. The percentage of elected parents must be equal to the percentage of Multilingual Learners (MLs) at the school. (For example, if 50% of students at the school are Multilingual Learners (MLs), at least 50% of the MLAC must be parents.) The remaining percentage of the committee can be composed of the principal, community members, parent liaisons, teachers, and other staff. However, only parents of Multilingual Learners (MLs) are empowered to elect additional members of the MLAC.

The MLAC is required by law to be involved in the following tasks:

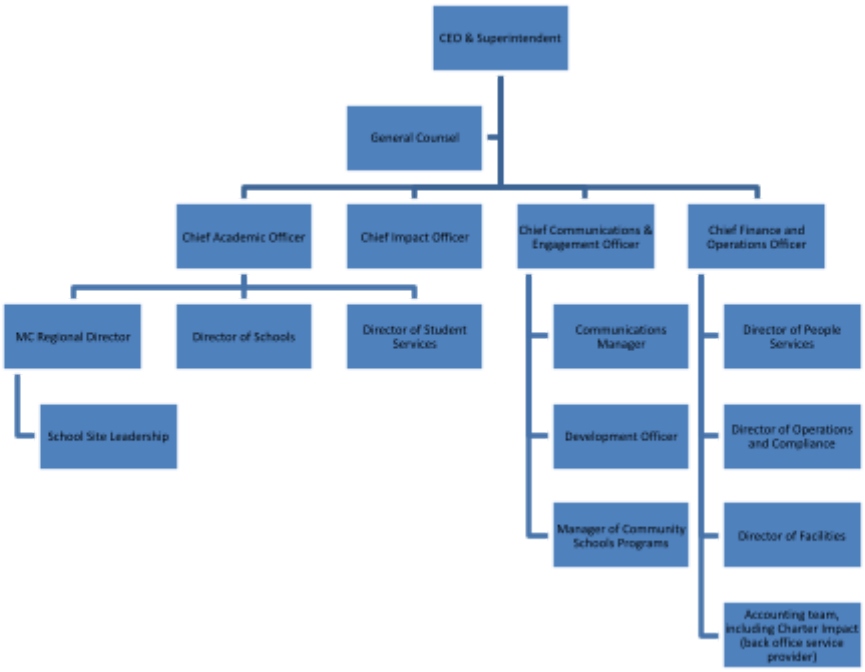
- Monitoring and evaluating the school's EL program, including the review of the school's plan for EL/MLs
- Analyzing and reviewing the school's needs assessment
- Ensuring that other parents are aware of the importance of regular school attendance
- Developing the Title I Parent Involvement Policy and School-Parent Compact, which will describe how parents, school staff, and students will share responsibility for improved student academic achievement and proficiency on the Common Core State Standards

Other leadership and participation opportunities

Monterey County Prep staff, parents, and other community members will be invited to participate in

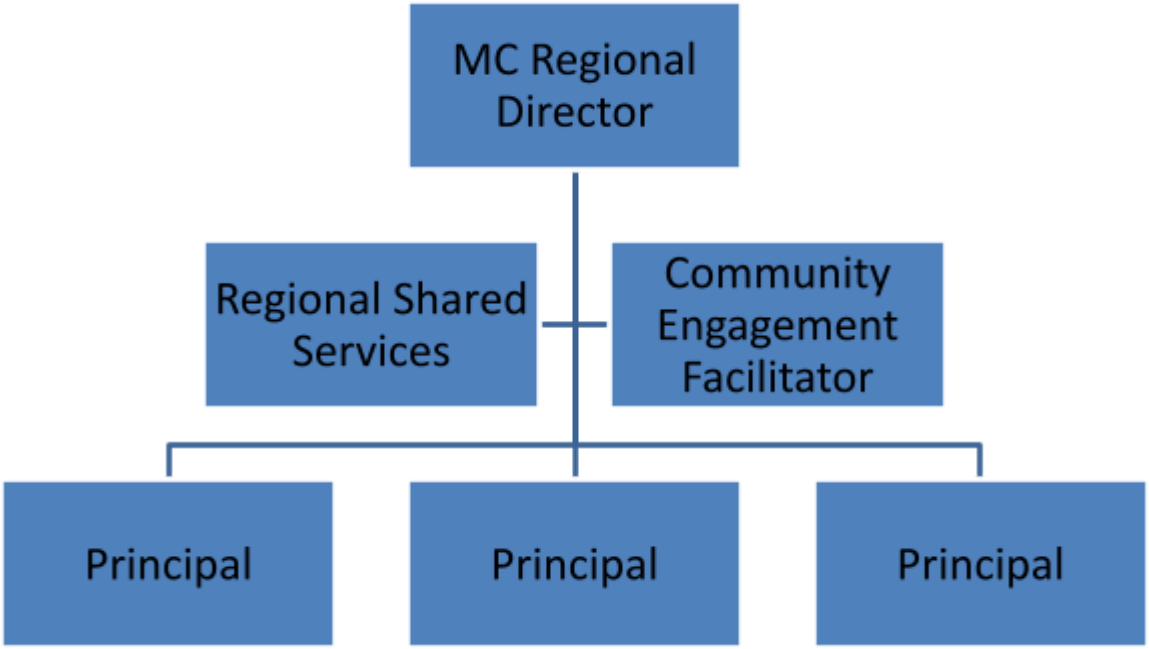
parent activities, attend bilingual parent coffees, attend parent/teacher conferences, volunteer in the classroom, and attend morning openers. Navigator Schools will honor, encourage, and respect the voices of stakeholders to ensure MCP continuously serves the community's needs.

Organizational Chart



Element F: Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." Education Code Section 47605.6(b)(5)(F)



General Qualifications

All employees of Monterey County Prep shall be considered employees of Navigator Schools. Navigator recruits professional, effective, qualified, and mission-driven personnel to serve in administrative, instructional, and non-instructional support capacities. Navigator recognizes the importance of employing a diverse staff who values teamwork, collaborative decision-making, technology and innovation, and who are passionate about eliminating the achievement gap. Navigator staff also illustrate a deep commitment to their own professional growth and excellence. Navigator works to foster an environment where all employees play an essential role in creating a positive school culture and effective learning atmosphere to provide for optimal student success.

Navigator shall comply with Education Code Sections 44237 and 45125.1 regarding the requirement to fingerprint and obtain background clearance of employees and contractors. Prior to employment, each employee must furnish an up-to-date Tuberculosis risk assessment result and documents establishing

legal employment status.

Navigator Schools shall comply with applicable provisions of Every Student Succeeds Act as they apply to certificated and paraprofessional employees of charter schools. Navigator Schools will employ or retain teachers who hold a Commission for Teacher Credentialing certificate, permit, or other dMCument equivalent to that which a teacher in other public schools would be required to hold.

Chief Executive Officer and Superintendent
The Chief Executive Officer and Superintendent is responsible for the organization's success in meeting its instructional, school culture, operations, fundraising, external relations and financial management goals. They will work closely with the Chief Academic Officer to support school leaders and manage the progress of the Charter School's academic program while also being the primary liaison between the Charter School and its external audiences including the Board, funders, state chartering authorities, the surrounding community, and other partners.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:

- Masters or Doctorate degree or equivalent work experience preferred
- A proven track record of more than a decade as an effective leader
- Experienced manager of managers
- Effective in recruiting and retaining high-quality talent
- Experience in governance, strategic planning, and prioritizing
- Has a passion for closing the achievement gap for all students
- Can articulate an understanding of high-quality instructional practice
- Has the ability to foster relationships with a diverse array of constituents
- Has proven effectiveness in the ability to build and maintain high-functioning systems across a complex, multi-site organization
- Possess excellent interpersonal skills, including the ability to develop and keep the trust and confidence of others; the ability to successfully work with different personality styles
- Excellent communication skills, including speaking, listening and writing
- Character strengths of zest, grit, self-control, optimism, social intelligence, gratitude, and curiosity
- Values rooted in high expectations, going above and beyond, and deep humility
- Bilingual in Spanish a plus

Chief Academic Officer ("CAO")
The Chief Academic Officer is charged with driving exceptional academic achievement and positive school cultures. The CAO is accountable for the Charter School and school leader performance, including but not limited to teaching and learning across the organization. S/he operationalizes the academic

vision for the organization and leads a high-performing instructional team including Charter School and Support Office leaders. The CAO will develop teachers and leaders utilizing the Navigator coaching system in service to achieving goals.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:

- Masters or Doctorate degree preferred or equivalent work experience
- Five+ years of leadership experience with success in many of the following areas: leading a high-performing/high-poverty school, successfully leading and supporting school leaders, implementing and supporting rigorous curricula, supporting Special Education, effectively managing data and assessment, creating and implementing effective professional development, successfully coaching instructional staff to reach management and instructional goals
- Strong instructional acumen and the ability to use data to evaluate strategic options and generate recommendations
- Significant experience in high-poverty communities with a passion for empowering students and families
- Commitment to building relationships and trust with leaders, teachers, students, parents, and community
- A track record of leading, motivating, and developing diverse and high-performing team
- Belief in and insistence on a strengths-based approach, recognizing that the only way to grow is to build from people's strengths

Monterey County Regional Director
Reporting to the Chief Academic Officer (CAO), the Regional Director works in collaboration with the CAO to ensure teaching and learning across the organization is high-quality, consistent, and mission driven. The Regional Director will support the implementation of the organization's academic vision and lead a high-performing instructional team that includes school leaders. The Regional Director will support the development of teachers and leaders utilizing the Navigator Schools coaching system as a primary means to achieving Navigator’s mission. The Regional Director is also responsible for the day-to-day management of school operations across sites and for leveraging centralized shared services on behalf of the Monterey County schools. Navigator Schools is committed to schools that are equitable and diverse and create a sense of belonging. Until the scale of the MCP reaches scale, the Monterey County Regional Director will be Navigator’s Director of Schools.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:

- Masters or doctorate degree or equivalent work experience preferred
- Seven+ years of leadership experience with success in many of the following areas: leading a high performing/high poverty school, successfully leading and supporting school leaders,

implementing and supporting rigorous curricula, supporting Special Education, effectively managing data and assessment
- Strong instructional acumen and the ability to use data to evaluate strategic options and generate recommendations
- Significant experience in high poverty communities with a passion for empowering students and families
- Commitment to building relationships and trust with leaders, teachers, students, parents, and community
- A track record of leading, motivating, and developing diverse and high performing teams
- Belief in and insistence on a strengths-based approach, recognizing that the only way to grow is to build from people's strengths
- Character strengths of zest, grit, self-control, optimism, social intelligence, gratitude, and curiosity
- Values rooted in high expectations, going above and beyond, and deep humility
- Bilingual in Spanish a plus

Principal
Reporting to the Regional Director, the Charter School Principal is a critical member of the Navigator Schools senior leadership team charged with driving exceptional academic achievement and positive school culture. A Navigator Principal is accountable for the Charter School and school leader performance, including but not limited to teaching and learning on the school site and across the organization. S/he collaborates with other Charter School and organizational leadership to operationalize the academic vision for the organization and lead a high-performing instructional team. The Principal develops teachers and leaders utilizing the Navigator Schools' coaching system in service to achieving goals. A Navigator Schools' Principal is committed to and works to create charter schools that are equitable, diverse, and create a sense of belonging.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:
- BA or equivalent plus a minimum of three years of progressively responsible administrative experience and/or training
- Experience working in a charter management organization or other public school environment preferred
- Ability to perform each essential duty satisfactorily, reasonable accommodations may be made to enable individuals with disabilities to perform essential responsibilities
- Excellent interpersonal skills, including the ability to develop and keep the trust and confidence of others; the ability to successfully work with different personality styles
- Ability to work effectively and positively with diverse parent communities
- Excellent communication skills, including speaking, listening and writing
- Knowledge of school finance, budgeting, and business operations, and the ability to manage a

school budget in a responsible manner
- Ability to lead and navigate positively conversations and meetings that include divergent opinions and conflict
- Must be able to work effectively under pressure with frequent interruptions
- Must be able to understand and carry out oral and written instructions; establish and maintain cooperative and effective relationships with those contacted in the course of work
- Bilingual in Spanish a plus

Vice Principals (TK-2, 3-5, Middle School, High School)
The Vice Principals directly support teachers in their development into outstanding educators, redefine Navigator's data and assessment practices, and create and implement effective intervention programs to ensure all students have the skills necessary to succeed in college and beyond. The Vice Principals are essential team members of the Charter School administrative team.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:
- Bachelor's Degree and Valid California Teaching Credential Required
- Minimum 3 years of teaching experience required, 5+ years teaching experience preferred, previous experience working with a diverse student population preferred
- Ability to provide rigorous weekly coaching to approximately 1/3 of school teaching staff
- Ability to successfully plan and ensure the implementation of all student intervention endeavors, both during and outside of school hours
- Ability to lead and navigate positively conversations and meetings that include divergent opinions and conflict
- Must be able to work effectively under pressure with frequent interruptions
- Must be able to understand and carry out oral and written instructions; establish and maintain cooperative and effective relationships with those contacted in the course of work
- Bilingual in Spanish a plus

Teachers
Teachers at Navigator Schools are specifically trained in the Navigator instructional model and coached weekly to ensure that the daily instruction delivered is consistently top-tier. Teachers use technology on a daily basis in Navigator's cutting edge blended educational program, build and promote critical thinking skills as well as transform children into 21st century citizens. Another key component of a Navigator teacher is that they maintain strong relationships with students in order to deliver an exceptional educational experience to every child that walks through our doors.

CANDIDATE REQUIREMENTS

The ideal candidate will possess the following qualifications:

- Bachelor's degree and valid California Teaching Credential for their certificated assignment required
- 1-3 years of teaching experience working with a diverse student population preferred
- Ability to deliver rigorous instruction using a variety of methods, including direct whole group, small group circles, 1-on-1 tutoring, and blended technology tools
- Must be able to develop and implement curriculum in alignment with Common Core State Standards
- Ability to manage student behavior according to common Navigator practices
- Must maintain high expectations for self and students at all times; commit to 100% student engagement
- Bilingual Spanish a plus

Education Specialist

The Navigator Education Specialist, as the special education case manager, is driven to impact the lives of traditionally underserved students. The Education Specialist ensures top-quality special education services are provided to students with all types of learning differences by directly delivering services to students, ensuring appropriate contractors are part of the IEP team, ensuring compliance with requisite laws, and developing and growing Navigator's full inclusion Special Education model through ongoing professional development.

CANDIDATE REQUIREMENTS

The ideal candidate will possess the following qualifications:

- Bachelor's Degree and Valid California Resource Specialist Special Education Credential Required
- Graduate Degree a plus
- 1-4 years of teaching experience working with a diverse student population preferred
- Excellent Communication Skills (both oral and written)
- Ability to use discretion and good judgment when dealing with confidential and sensitive information
- Knowledgeable of federal, state, and local special education laws and regulations
- Ability to provide direct instruction at least 70% of the time and services for students whose needs are identified in a written IEP and who are assigned to general education classrooms for a majority of the day
- Must collaborate in the development and implementation of behavior management techniques as appropriate, observes student behavior in the general education classrooms and consults with teachers regarding these behaviors, communicates regularly with students and parents
- Must work closely with school psychologist, speech and language pathologist and other providers of related services for special needs students to ensure optimal services as provided and that the compliance-related issues are addressed in a timely manner

- Ability to coordinate IEP processes and timelines; Facilitates necessary accommodations for standardized testing, in accordance with the goals and objectives in each student's IEP
- Must maintain detailed student special education records and electronic databases for special education and all related paperwork
- Must effectively communicate and work cooperatively with all other school personnel, parents, and other agencies for the best interests of each student
- Must maintain high expectations for self and students at all times; build positive culture among school site special education staff that aligns with Navigator wide norms
- Performs other duties as assigned
- Bilingual in Spanish a plus

Small Group Instructor (SGI)
The Small Group Instructor is responsible for working with teachers and students to help facilitate learning in the classroom. An SGI works with small groups of students in both Humanities and STEM classrooms. The SGI supports students in practicing standards and concepts that have already been introduced by the classroom teacher.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:

- AssMCiate's degree and High School Diploma or GED required, Bachelor's degree Preferred
- Commitment to student success and learning
- Knowledge of commonly used concepts, practices, and PrMCedures within the field
- Reliance on instructions and pre-established guidelines to perform job functions
- Desire to improve professionally; open to receiving coaching and feedback
- Flexible to changing work environment; always presents with a positive attitude
- Ability to read and write simple correspondence
- Possesses effective communication skills
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages
- Bilingual in Spanish a plus

Full Inclusion Instructor (FII)
The Full Inclusion Instructor is responsible for working with teachers and students to help facilitate Special Education learning in the classroom. Navigator FIIs are part of a full inclusion support system that provides mostly push-in support to students in the classrooms, allowing students with IEPs to spend maximum time in the classroom with student peers.

CANDIDATE REQUIREMENTS
The ideal candidate will possess the following qualifications:

- Associate's degree and High School Diploma or GED required, Bachelor's Degree Preferred
- Commitment to student success and learning
- Knowledge of commonly used concepts, practices, and procedures within the field
- Reliance on instructions and pre-established guidelines to perform job functions
- Desire to improve professionally; open to receiving coaching and feedback
- Flexible to a changing work environment; always presents with a positive attitude
- Ability to read and write simple correspondence
- Possesses effective communication skills
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages
- Bilingual in Spanish a plus

Teacher-in-Training

The teacher-in-training role is one that supports beginning educators in learning "The Navigator Way" while receiving coaching and valuable practical classroom experience. While employed at a Navigator charter school as a teacher-in-training, individuals are also exposed to theoretical expertise through enrollment in a credentialing program. Teachers-in-training transition to classroom teachers after a year or less and will be prepared to deliver an exceptional educational experience to every child who walks through our doors.

CANDIDATE REQUIREMENTS

The ideal candidate will possess the following qualifications:

- Bachelor's Degree and proof of enrollment in a Valid CA Teaching Credential Program
- Experience working with a diverse student body preferred
- Commitment to student success and learning
- Knowledge of commonly used concepts, practices, and procedures within the field
- Reliance on instructions and pre-established guidelines to perform job functions
- Desire to improve professionally, open to receiving coaching and feedback
- Flexible to changing work environment; always presents with a positive attitude
- Ability to read and write simple correspondence
- Possesses effective communication skills
- Bilingual in Spanish a plus

Non-Instructional

All non-instructional staff such as the office manager, assistant office manager, clerical, custodial, and campus safety team members must possess experience and expertise appropriate for their position.

CANDIDATE REQUIREMENTS

The ideal candidate will possess the following qualifications:

- Experience in working in charter schools, education, and/or non-profits preferred
- Knowledge of commonly used concepts, practices, and procedures within the field
- Reliance on instructions and pre-established guidelines to perform job functions
- Desire to improve professionally, open to receiving coaching and feedback
- Flexible to changing work environment; always presents with a positive attitude
- Ability to read and write simple correspondence
- Possesses effective communication skills
- Bilingual in Spanish a plus

Evaluation
The Navigator Schools Performance Evaluation System is one that is focused on supporting professional growth and continuous improvement. The organization has general templates that vary depending on the specific role.

Supervisors meet with direct reports two (2) times per year for performance evaluation conferences. The result is a final end-of-year document that chronicles growth that occurred during the year and action steps for the following year.

Salaries and Benefits
Employee salaries are determined by the Navigator Schools wage and salary tables. The wage and salary tables are role specific, increases are based on years of experience, and rates are updated yearly based on the current market.

Appendix O contains the Navigator Schools Employee Handbook.
Appendix P contains a Sample Benefits Record

Element G: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

(iii) The school safety plan should be reviewed and updated by March 1 of every year by the charter school." Education Code Section 47605.6(b)(5)(G)

Navigator Schools has adopted and implemented a comprehensive set of health, safety, and risk management policies and procedures for its charter schools. These policies and procedures are reviewed and updated on a regular basis, in consultation with outside experts and staff. They are on file at MCP and available for review upon request. These policies are incorporated into the Charter School's student and staff handbooks and shall be reviewed on an ongoing basis by the Principal and Board of Directors.

The following is a summary of the health and safety policies of Navigator Schools:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit one set of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The CEO, or a designee, of the Charter School shall monitor compliance with this policy and the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by school districts. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination
Employees and volunteers who have frequent or prolonged contact with students will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations
All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
The Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as open to all genders; it shall remain unlocked, unobstructed, and easily accessible by any student and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals
The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or

reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Recess
During the school year and except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.
Mental Health Information

The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to and commonly frequented by students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

School Safety Plan
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include the identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's PrMCedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any school-wide dress code that prohibit students from wearing “gang-related apparel,” if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conducive to learning
i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605.6
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being undertaken or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. a protocols in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically for the facility’s needs in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the CEO or designee, and if the concern is merited, the CEO or designee shall direct the School Safety Plan to be modified accordingly.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment
The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

Facility Safety
The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under the Education Code Section.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures
The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee-to-employee, employee-to-student, and student-to-employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the school site that are accessible to, and commonly frequented by, pupils.

Bullying Prevention
The Charter School shall adopt procedures for preventing bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including, but not limited to, providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for

sudden cardiac arrest or other medical emergencies related to athletic programs and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness, will be rehearsed. Coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

In the event the Charter School participates in the California Interscholastic Federation, it shall, before the school opens, post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

Transportation Services
The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Extreme Weather Policy

On or before July 1, 2027, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Element H: Student Population Balance

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the county board of education to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." Education Code Section 47605.6(b)(5)(H).

Monterey County Prep has adopted an outreach program that focuses on achieving and maintaining a balance of racial and ethnic pupils, special education pupils, and English learner pupils among its students that is reflective of the general population residing within the territorial jurisdiction of Monterey County. This includes but isn't limited to MCP will continue to institute a recruitment program designed to educate and inform potential students and their families about its instructional program and to ensure all Monterey County residents are given an equal opportunity to enroll their children at MCP. As a public charter school in the state of California, we must comply with the state laws governing admissions of charter schools.

Therefore:

- MCP remains committed to actively recruiting families and students dedicated to carrying forth the mission and vision of Navigator Schools.
- MCP welcomes all applications and does not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristics that are contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics) or income in its admission policy and procedures.
- MCP complies with and enforces all state laws and regulations governing charter schools and admission to these public institutions.

Outreach and Recruitment Plan

Our outreach and recruitment plan includes, but is not necessarily limited to:

- Promotional materials, such as brochures, flyers, advertisements, and social media campaigns in (at least) both English and Spanish.
- Visits to Head Start and First Five preschools, religious organizations, and non-profit community

organizations to share information about Monterey County Prep and Navigator Schools.
- To promote MCP and meet prospective students and their families, information booths and information distribution will be held at community events, local businesses, social service agencies, faith-based organizations, farmers' markets, grocery stores, and shopping centers.
- Distribution of promotional material to local businesses, libraries, and community resource centers throughout Monterey County.
- Open houses and school tour visits for prospective students and their families to learn more about the Charter School, Navigator Schools' mission, and the MCP model.

Targeted Community

While MCP will continue to focus its recruitment efforts on the Multilingual Learner and socio-economically disadvantaged populations, MCP remains committed to serving any child who wishes to attend the Charter School. Ongoing community outreach in English and Spanish will continue to promote MCP as an educational alternative for any interested families. Outreach efforts highlight Navigator's commitment to equity in education to ensure families of students with special needs understand Navigator's model of inclusion and dedication to providing all students with a high-quality educational experience.

Achieving Student Population Balance

MCP will document the efforts made to balance racial and ethnic pupils, special education pupils, and English learner pupils and the results achieved, as well as an accurate accounting of the balance of the students enrolled. Navigator Schools leadership will evaluate this data annually and revise the outreach efforts as necessary.

Element I: Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, in accordance with regulations established by the state board, and the manner in which audit exceptions and deficiencies shall be resolved." Education Code Section 47605.6(b)(5)(I)

An annual independent financial audit of the books and records of Navigator Schools shall be conducted as required by Education Code Sections 47605.6(b)(5)(I) and 47605.6(m). The books and records of Navigator Schools are kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

Navigator Schools' Board of Directors shall hire an independent auditor who has, at a minimum, a CPA and educational institution audit experience, and is approved by the State Controller on its published list as an educational audit provider. This auditor shall complete an annual audit of Navigator's financial books and records. The audit shall verify the accuracy of Navigator's financial statements (including balance sheets, income statements, and cash flow statements), attendance and enrollment reporting practices, internal controls, and other documents or systems required by law.

The annual audit shall be completed and forwarded to the County Superintendent of Schools, the State Controller, and the CDE by the 15th of December each year. At the conclusion of the audit, any exceptions or deficiencies will be reviewed by the Board of Directors with the Chief Executive Officer, the Finance Committee, Principal, and, if applicable, Navigator Schools' back office service provider. The Board will then report to the County on how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent fiscal audit of Navigator Schools is public record and provided to the public upon request.

Element J: Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For

purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605.6(b)(5)(J)

Policy

The Suspension and Expulsion Policy and Procedures have been established to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq., which describes the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions, to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The following language is consistent with the language of Education Code Section 48900 et seq. The Charter School is committed to an annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comply with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook, which will clearly describe discipline expectations.

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 school property.

The Charter School administration shall ensure that students and their parents/guardians[46] are notified in

[46] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice,

writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws, including but not limited to the relevant provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian. It shall inform the student and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct, which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study written agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance Occurring at any time including but not limited to: a) while on school grounds; b)

manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other dMCuments and related information. For purposes of this Policy and its procedures, the term "parent/guardian" shall include these parties.

while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:

    a) Caused, attempted to cause, or threatened to cause physical injury to another person.

    b) Willfully used force or violence upon the person of another, except self-defense.

    c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

    d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

    e) Committed or attempted to commit robbery or extortion.

    f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

    g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

    h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

    i) Committed an obscene act or engaged in habitual profanity or vulgarity.

    j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary preceding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an

intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with their academic performance.
    iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone,

wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to

have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
b) Brandished a knife at another person.
c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq*.
d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid

substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary preceding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in

physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with their academic performance.
    iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video, or image.
    ii. A post on a social network Internet Web site including, but not limited to:
        (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
        (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
        (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
    iii. An act of cyber sexual bullying.

(a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rockets having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605.6(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not be imposed on a student for failure of the student’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent/guardian, at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student’s parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student’s parent/guardian, unless the student and the student’s parent/guardian fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the student’s presence will be disruptive to the education process; or 2) the student poses a threat or

danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605.6(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the

complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the prMCeedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately

decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with

the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. Special procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a

manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the child.

c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall prMCeed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element K: Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." Education Code Section 47605.6(b)(5)(K)

Certificated employees at MC Prep who are eligible shall participate in the State Teachers' Retirement System ("STRS") and all other employees not eligible for STRS shall participate in the federal social security system. Employees accumulate service credit years in the same manner as all other members of STRS and contribute at the rate established by STRS. Employees are offered a benefits package that is competitive with that of local school districts. Non-certificated employees participate in the federal Social Security. Additionally, Navigator Schools offers a 403(b) option to all employees. Navigator Schools informs all applicants for eligible positions within the organization of the retirement system options for employees. Navigator Schools' business office is responsible for ensuring all required deductions and contributions are made.

Navigator Schools retains the option for its Board of Directors to elect to participate in another retirement system or reciprocal system in the future, should it find that participation enables Navigator Schools to attract and retain a high-quality staff.

Element L: Dispute Resolution

"The procedures to be followed by the charter school and the county board of education to resolve disputes relating to provisions of the charter." Education Code Section 47605.6(b)(5)(L)

The Charter School recognizes that it cannot bind the County to a dispute resolution procedure to which the County does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the County.

Disputes between Navigator Schools and the County
Navigator Schools and the County will attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. Navigator Schools acknowledges the County's on-going right to inspect and observe Monterey County Prep under Education Code Section 47607, and such inspection and observation is not subject to this dispute resolution mechanism.

In the event of a dispute between MCP and the County, the staff, employees, and Board members of Navigator Schools and the County agree first to frame the issue in written format ("dispute statement") and refer the issue to the County Superintendent and the Chief Executive Officer of Navigator Schools, or their respective designees. In the event the County believes the dispute relates to an issue that could lead to the revocation of the charter in accordance with Education Code Section 47607, Navigator requests this be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or as a prerequisite to the County's ability to proceed with revocation with Education Code Section 47607 and its implementing regulations.

The CEO and the Superintendent, or their respective designees, will informally meet and confer in a timely fashion to attempt to resolve the dispute, no later than ten (10) business days from receipt of the dispute statement. In the event this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective governing boards who shall jointly meet with the Superintendent and the CEO, or their respective designees, and attempt to resolve the dispute within twenty (20) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the CEO, or their respective designees, will meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate the resolution of the dispute. The format of the mediation session will be developed jointly by the Superintendent and the CEO, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The

mediator's costs will be split equally between the County and Navigator Schools. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines in this section may be revised upon mutual written agreement of the County and Navigator Schools. The only binding results are those to which both parties mutually agree, in advance. During this process, neither party will make public comments.

Internal Disputes at MCP

Disputes regarding internal matters of MCP, such as complaints or concerns from students, parents/guardians, community members, and staff, will be handled in accordance with the internal complaint policies and procedures, including a Uniform Complaint Policy and Procedure and Title IX complaint procedure, as adopted by the Board of Directors, and required by state law. Students, parents/guardians, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's complaint policies and procedures. Should the County receive any complaints regarding MCP, it will promptly forward them to Navigator Schools for investigation and resolution.

See **Appendix Q**: Sample Family Handbook

Element M: Admission Policies and Procedures

"Admission policies and Procedures, consistent with [Education Code Section 47605.6] subdivision (e)." Education Code Section 47605.6(b)(5)(M).

Legal Assurances
The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605.6(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605.6(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605.6(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605.6(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605.6(e)(4), and make this notice available to parents.

The Charter School shall require students who wish to attend the Charter School to complete an application form, which includes a selection of which MCP campus they seek to attend. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form

2. Eligibility for Free or Reduced Price Meals
3. Application for state/federal health insurance (optional)
4. Afterschool Enrollment form (optional)
5. Proof of Immunization
6. Home Language Survey
7. Completion of Emergency Medical Information Form
8. Proof of minimum age requirements
9. Release of records[47]

Open Enrollment and Timeline

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If this happens, the Charter School will hold a public random drawing (or "lottery") to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. The Charter School will hold one lottery per MCP campus.

Admission preferences in the case of a public random drawing shall be given to students in the following order:

1. Students in foster care, unstable housing, or otherwise covered under McKinney Vento
2. Siblings of current students
3. Children or grandchildren of teachers and staff (not to exceed 10% of the total enrollment)
4. Students who qualify for Free and Reduced Priced Meals
5. Residents of Monterey County
6. Students transferring from one MCP campus to another
7. All other applicants

The Board of Directors will take all necessary efforts to ensure that lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Chief Executive Officer). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order, beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If

[47] In accordance with Education Code Section 47605.6(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

all students from the preference category have been selected and there are remaining spaces available at that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the public random drawing. This waitlist will allow students the option of enrollment in the case of an opening during the current school year.

Families who submitted completed application forms prior to the deadline will be notified in writing regarding the date, time, and location of the public lottery, and rules for the lottery process at least two weeks prior to the public random drawing date. Families do not have to be present to participate in the lottery.

Summary of the Lottery Application Process

1. Open enrollment period
    a. Recruitment/informational meetings
    b. Completion of application
2. Random public drawing (at a publicly noticed time and date prior to April 15)
    a. Single lottery
    b. Notification of families
3. Enrollment paperwork (within two weeks of lottery or notification of admission)
    a. Acceptance letter signed and mailed to school by parent/guardian (electronic signatures, email, and online forms are acceptable)
    b. Completion of all necessary enrollment paperwork

Minimum Age for Enrollment

In accordance with Education Code Section 48000, a pupil shall be admitted to transitional kindergarten at the beginning of a school year, or as space allows, at any later time in the school year if the child will have their fourth birthday on or before September 1 of that school year.

> *"Admission policies and procedures, consistent with [Education Code Section 47605.6] subdivision (e)." Education Code Section 47605.6(b)(5)(M).*

Element N: Public School Attendance Alternatives

"The public school attendance alternatives for pupils residing within the county who choose not to attend the charter school." Education Code Section 47605.6(b)(5)(N)

No student may be required to attend MC Prep. Students who reside within Monterey County who choose not to attend MC Prep may attend another school within their district or within the county, according to district policy. Parents and guardians of each student enrolled in MC Prep will be informed on admission forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in MC Prep, except to the extent that such a right is extended by the local education agency.

Element O: Employee Return Rights

"The rights of an employee of the county office of education, upon leaving the employment of the county office of education, to be employed by the charter school, and any rights of return to the county office of education that an employee may have upon leaving the employment of the charter school." Education Code Section 47605.6(b)(5)(O)

No County employee is required to work at Navigator Schools. Employees of the County who choose to leave the employment of the County to work at Navigator Schools have no automatic rights of return to the County after employment by Navigator Schools unless specifically granted by the County through a leave of absence or other agreement. Navigator Schools employees shall have any right upon leaving the County to work at Navigator Schools that the County may specify, any rights of return to employment in a school district after employment at Navigator Schools that the County may specify, and any other rights upon leaving employment to work at Navigator Schools that the County determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the County or any other school district will not be transferred to Navigator. Employment by Navigator Schools provides no rights of employment at any other entity, including any rights in the case of closure of MC Prep.

Element P: Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Education Code Section 47605.6(b)(5)(P)

Closure of MC Prep will be documented by official action of the Navigator Schools Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of MC Prep, the County, Navigator's SELPA, the retirement systems in which Navigator Schools' employees participate (e.g. State Teachers' Retirement System and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure, the pupils' school districts of residence, and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure the closure notification to the parents and students of MC Prep provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close MC Prep.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, MC Prep will provide parents, students, and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with FERPA. MC Prep will ask the County to store original records of MC Prep students. All pupil records of MC Prep shall be transferred to the County upon the closure of the Charter School.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practicable, MC Prep will prepare final financial records. Navigator Schools will also have an independent audit completed within six months after closure. Navigator Schools will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Navigator Schools Board of Directors and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable, an inventory of property, equipment, other items of value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to MC Prep.

Navigator Schools will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of MC Prep, all assets of Navigator Schools, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending MC Prep, remain the sole property of Navigator Schools and, upon the dissolution of the non-profit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the County or County property will be promptly returned upon Charter School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Navigator Schools shall remain solely responsible for all liabilities arising from the operation of MC Prep.

As a non-profit public benefit corporation operates MC Prep, should the corporation dissolve with the closure of MC Prep, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the budget (See **Appendix C**), Navigator Schools will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Required Supplemental Information

Term
The term of the charter shall begin on July 1, 2026, and expire on June 30, 2031

Budgets and Financial Reporting
"The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation." Education Code Section 47605.6(h).

The Chief Executive Officer of Navigator Schools and the Treasurer of the Navigator Schools Board of Directors have developed a conservative financial plan based on the most current public funding projections. Attached as **Appendix C**, the following budget documents are included:

- Budget narrative, including startup costs
- A three year operating budget and projections
- Revenue assumptions
- Cash flows and budget projections for each budget year
- Evidence of a strong reserve fund

Navigator Schools will provide reports to the County Superintendent of Schools, as follows, in accordance with Education Code Section 47604.33, and will provide additional fiscal reports as requested by the County:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605.6(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) pursuant to Education Code Section 47606.5
- By December 15, an interim financial report for the current fiscal year, reflecting changes through October 31. Additionally, on December 15, a copy of Navigator Schools' annual independent financial audit report for the preceding fiscal year will be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31
- By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all Navigator's receipts and expenditures for the preceding fiscal year.

Enrollment Projections
MC Prep has based its projections on historical attendance, and current and projected waitlists. Based on the level of interest, MC Prep anticipates an enrollment lottery at every grade level.

Cost of Living
Navigator Schools has assumed a modest COLA during the 5-year period. Keeping revenue projections conservative, Navigator has continued to increase salary levels and expense costs at inflationary or above projections.

Staffing and Staff Development

Navigator is fully staffed to support the program as described, but may add additional staff to support programs. Navigator commits annually to funding professional development.

Potential Civil Liability Effects
"…potential civil liability effects, if any, upon the charter school, any school district where the charter school may operate, and upon the county board of education." Education Code Section 47605.6(h).

MC Prep is operated by Navigator Schools, a California non-profit public benefit corporation with a 501(c)(3) tax-exempt designation by the IRS. MC Prep has a minimal impact on the Monterey County Board of Education. The following impacts are restated here for clarity:

Oversight Fee
Pursuant to Education Code Section 47613, the County collects an oversight fee of 1% of the LCFF revenue of MC Prep. "Revenue" is defined in Education Code Section 47613(f). Navigator Schools' operating budget reflects the oversight fee paid annually to the County.

Insurance Coverage
MC Prep will procure and maintain insurance, which is based on requirements outlined in the MOU between Navigator and MCBOE, including but not limited to general liability, workers' compensation, and other necessary insurance.

Liability and Indemnity
MC Prep is operated by Navigator Schools, a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation will not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Navigator Schools will work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the County will not be liable for the operation of Navigator Schools.

Further, Navigator Schools and the County may negotiate the memorandum of understanding, wherein Navigator Schools will indemnify the County for the actions of MC Prep under this charter.

The corporate bylaws of Navigator Schools provide for indemnification of the Board, officers, agents, and employees, and Navigator shall purchase and maintain general liability insurance, Board members' & officers' insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts are based on the terms of the MOU. The County is named an additional insured on the general liability insurance of Navigator Schools.

The Navigator Schools Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Administrative Services
"The manner in which administrative services of the charter school are to be provided." Education Code Section 47605.6(h).

Navigator Schools provides most of its own administrative services, including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development. When appropriate, Navigator Schools contracts with appropriately qualified and/or credentialed outside third-party contractors to provide administrative services as necessary. If any administrative services are to be provided by the County, the specifics will be agreed to in a Memorandum of Understanding between Navigator Schools and the County.

Navigator Schools does not contract with any third party that has financial or other monetary gain from the services rendered.

Budget Narrative & Cash Flow Statement

Below is the financial information and narrative for the proposal of Monterey County Prep ("MCP"). The financial statements include a 6-year pro-forma annual budget and monthly cash flow statement (the planning year (2025-26) plus 5 years of operations for 2026-27 through 2030-31 inclusive).

Students: Enrollment, Demographics and Average Daily Attendance

Revenues for MCP will largely depend on the number of students enrolled and their attendance. Average Daily Attendance (ADA) is the aggregate attendance during a reporting period divided by the number of days the school is in session during that period. ADA is used to calculate many of the revenue sources. To allow for conservatism, this budget assumes a 94% attendance rate for TK-8 students and a 92% attendance rate for 9-12 students.

It is planned that MCP will open in 2026-27 with enrollment of 300 and grow to 2,100 over the first years with a targeted capacity of 3,300 in FY2035-36. The following table shows MCP's projected enrollment and ADA.

Table A: Enrollment & ADA

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Projected Enrollment & ADA by Grade						
TK	-	60	60	120	120	180
K	-	60	60	120	120	180
1st Grade	-	60	60	120	120	180
2nd Grade	-	60	60	120	120	180
3rd Grade	-	-	60	60	120	120
4th Grade	-	-	-	60	60	120
5th Grade	-	-	-	-	60	60
6th Grade	-	-	-	-	-	60
7th Grade	-	60	60	120	120	180
8th Grade	-	-	60	60	120	120
9th Grade	-	-	120	150	270	300
10th Grade	-	-	-	90	120	210
11th Grade	-	-	-	-	90	120
12th Grade	-	-	-	-	-	90
Total Projected Enrollment	**-**	**300**	**540**	**1,020**	**1,440**	**2,100**
Average Daily Attendance (ADA)						
ADA %	N/A	94%	94%	94%	93%	93%
Total	**-**	**282.00**	**505.20**	**954.00**	**1,344.00**	**1,959.60**

Revenues

Factoring in all revenues at the school, per-pupil funding is expected to be around $23,000/ADA at MCP. LCFF state revenue streams provide the largest source of funding making up about 80% of MCP's total revenues. All revenues are monitored throughout the year as various funding estimates are refined and recalculated.

Table B: Summary of Projected Revenues

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Summary of Revenue Programs						
State Aid - Revenue Limit	-	$4,623,676	$8,556,705	$16,676,765	$24,181,221	$36,425,701
Federal Revenue	577,398	1,624,771	1,309,267	2,215,174	1,828,834	1,405,773
Other State Revenue	-	747,350	1,588,524	2,758,023	4,019,366	5,644,221
Other Local Revenue	-	-	-	-	-	-
Total Revenues	**$577,398**	**$6,995,797**	**$11,454,496**	**$21,649,962**	**$30,029,421**	**$43,475,695**
State Revenues as % of Total	*-*	*66.1%*	*74.7%*	*77.0%*	*80.5%*	*83.8%*
Revenues per ADA	*-*	*$24,808*	*$22,673*	*$22,694*	*$22,343*	*$22,186*

State Revenues

State Revenues are estimated based on specific programs as identified below, with the majority of funding dependent upon the annual State budget and the school's student population.

Principal Apportionment

The LCFF FCMAT calculator (FCMAT Version v26.1 released 5/2/25) was used to determine the LCFF projections for each year of the above revenue projections which are based on expected student ADA and the expected unduplicated count of students at MCP of 79.9% to 83.4% based on the different school districts within the targeted MCP locations. The school districts used were: Salinas City Elementary School District – 79.91% UPP, Salinas Union HS District - 91.43% UPP, Monterey Peninsula Unified – 71.09% UPP, and Soledad Unified - 87.73% UPP.

These projections show that in year 1, a total of $ 56,400, or $200 per ADA, of the principal apportionment ADA funding will be disbursed via the Education Protection Account. The school will not receive In-Lieu Property Taxes (ILPT) as a county-wide charter.

Table C: Projected State Revenues

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
State Aid - Revenue Limit						
LCFF State Aid	-	$4,567,276	$8,455,665	$16,485,965	$23,912,421	$36,033,781
Education Protection Account	-	56,400	101,040	190,800	268,800	391,920
Total State Revenue	**-**	**$4,623,676**	**$8,556,705**	**$16,676,765**	**$24,181,221**	**$36,425,701**

Federal Revenues

Special Education

MCP provides special education services and will work with the El Dorado County Office of Education (EDCOE) Special Education Local Planning Area (SELPA) to ensure resources are provided to ensure compliant, efficient and effective delivery of services. MCP's state special education funding includes general state aid of $945.23/ADA, less SELPA administrative fees. The school's projected state special ed revenue, within the "Other State Revenue" category includes Educational Related Mental Health Services (ERMHS) level 2 funding at $65/ADA. In addition to state special education funding, the revenue projection for MCP also assumes $150/ADA of federal special education funding beginning in year 2.

Free and Reduced-Price Meal Eligibility

The federally funded National School Lunch Program provides free and reduced-price meals for lunch and breakfast to eligible students, based on parent/guardian income levels. For this budget, we assume that the percentage of our students eligible to receive federal funding reimbursements will be about 65-70%. Additional receipts from paid student meals have not been included for conservatism and in consideration of universal free meals, especially since we do not have historical information. Food expenses for this program are shown below; serving staff expenses are included in classified salaries and benefits.

Title Programs

Based on roughly 65-70% of students qualifying for free and reduced prices meals, MCP has also included a minimal amount of Title funds based on similar schools with similar demographics.

Lastly, MCP has already been awarded a program replication and expansion grant from the US Department of Education (USDE). The full award was $12M with the award notice attached at the end of the narrative.

Table D: Projected Federal Revenues

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Federal Revenue						
Special Education - Entitlement	-	-	$45,000	$84,976	$63,396	$65,612
Federal Child Nutrition	-	93,660	167,790	316,848	446,377	650,834
Title I, Part A - Basic Low Income	-	114,058	159,681	301,535	424,805	619,380
Title II, Part A - Teacher Quality	-	12,881	18,033	34,053	47,974	69,947
Other Federal Revenue	577,398	1,404,173	918,763	1,477,762	846,282	-
Total Federal Revenue	**$577,398**	**$1,624,771**	**$1,309,267**	**$2,215,174**	**$1,828,834**	**$1,405,773**

Other State Revenues

Lottery & Mandated Block Grant

Lottery funding is based upon a projection of $273 per ADA per year. Lottery funds are mainly allocated for general purpose use with approximately 30% of the funds restricted for instructional materials. Projections for the Mandate Block Grant are assumed at $21.86/ADA for grades K-8 and $62.02/ADA for grades 9-12 starting in 2027-28, since funding is dependent on the previous year's ADA and MCP will not be eligible to receive the Mandate Block Grant funding until the second year of operations.

The Lottery funds have been included in year one and an accrual and receivable at the end of year one as the funds will be paid as a prior year adjustment during year two of operations.

Charter School Facility Grant (SB740)

MCP is projecting to have a FRPM Eligibility over the 55% requirement to qualify for the SB740 facility grant. This is consistent with the geographic area targeted for a third-party lease within the boundaries of Monterey County and surrounding districts, whose percentage of eligible students is nearly 80%. As a result, the budget does include the SB740 funding based on the lesser of $ $1,400 per ADA or 75% of the budgeted lease cost. The true reimbursement rate is projected at $1,513, but due to program over subscription, MCP has been budget conservatively at only a 92.5% funding rate.

Expanded Learning Opportunity Program (ELOP)

As mentioned earlier, MCP is modeled to have an unduplicated student percentage (UPP) of ~80% based on the surrounding school districts. The Expanded Learning Opportunity Program ELOP is paid on the prior year ADA and UPP and is funded to school serving students TK-6 at a rate of Unduplicated Percentage times $2,750 times ADA. In the case of MCP that means in Year 2 they will receive $371,821 (79.9% x $2,750 x 169.20 ADA). ELOP funding is given to extend the learning day to 9 hours and requires the school to be open for 30 non-instructional days. This expense has been included partially in both salary and benefits and in the contracted services categories.

Prop 28 – Arts & Music in Schools Funding (AMS)

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. Funding is ongoing (i.e., allocated annually), and LEAs have up to three years to spend an allocation. The funds need to increase arts education spending, not replace existing expenditures. MCP would not receive this funding until year 2 because they need to establish a baseline spending in arts education before receiving these funds. MCP plans to spend their full allocation annually, with projected revenues of $48,000 in year 2 and increases annually thereafter in proportion of the school's growth targets.

The school plans to apply for additional grants, like After School Education and Safety (ASES) and 21st Century Community Learning Centers (CCLC), but without the grant awards, these have been omitted for conservatism.

Table E: Projected Other State Revenues

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Other State Revenue						
State Special Education	-	$251,894	$466,698	$910,465	$1,324,227	$1,994,936
Child Nutrition	-	8,865	16,425	32,043	46,605	70,210
School Facilities (SB740)	-	391,275	508,658	899,933	1,017,315	1,408,590
Mandated Cost	-	-	6,165	16,536	32,785	53,697
State Lottery	-	76,986	137,920	260,442	366,912	534,971
Other State Revenue	-	18,330	452,659	638,604	1,231,523	1,581,818
Total Other State Revenue	**-**	**$747,350**	**$1,588,524**	**$2,758,023**	**$4,019,366**	**$5,644,221**

Other Local Revenues

MCP also intends to utilize fundraising, but that has been omitted from the budget for conservatism, so no local revenue is included in the budget. They have already applied for Silicon Schools Fund and Charter School Growth Fund, which would only strengthen the school's financial position, but again, this was omitted for conservatism.

Expenditures

The projected expenditures through 2030-31 are shown below and are followed by a summary of assumptions for some of the larger expenses.

Table F: Summary of Projected Expenses

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Summary of Projected Expenses						
Certificated Salaries	$280,000	$1,487,216	$2,734,342	$5,336,327	$7,691,981	$11,097,261
Classified Salaries	144,205	1,380,815	2,251,741	4,497,608	6,097,133	8,711,737
Employee Benefits	141,393	811,598	1,425,566	2,808,934	3,945,018	5,679,301
Total Compensation	**$565,598**	**$3,679,628**	**$6,411,649**	**$12,642,869**	**$17,734,132**	**$25,488,299**
Books and Supplies	-	$582,490	$705,883	$1,340,868	$1,581,052	$2,299,887
Subagreement Services	-	227,100	364,510	592,743	726,859	931,488
Operations and Housekeeping	-	174,700	266,169	458,723	569,004	782,763
Facilities, Repairs and Other Leases	-	625,900	847,109	1,518,304	1,787,237	2,512,225
Professional/Consulting Services	11,800	1,015,893	1,809,298	3,462,395	4,972,731	7,427,457
Depreciation	-	14,100	28,967	44,663	61,337	78,971
Interest	-	58,042	54,249	89,251	28,292	9,333
Total Non-Comp	**$11,800**	**$2,698,224**	**$4,076,186**	**$7,506,947**	**$9,726,513**	**$14,042,124**
Total Expenses	**$577,398**	**$6,377,853**	**$10,487,835**	**$20,149,816**	**$27,460,644**	**$39,530,423**

Total Compensation - Salaries and Employee Benefits

Total compensation costs (salary and benefits) at capacity remain relatively constant near 64% of total expenditures. “Compensation” includes the salary costs of all staff, including those who work full-time and part-time, and includes all staff benefits including STRS, social security, Medicare, and workers’ compensation.

MCP’s teacher staffing levels are based upon enrollment projections. Ratios of Students to Certificated Teachers to is expected to be at or below 22:1 over the course of the full 5 years of operations. However, that ratio is approximately 10:1 when including all staff who are in Student/Program support roles.

Table G: Instructional Staff Ratio

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Instructional Staff Ratio						
School Attendance	-	300.0	540.0	1,020.0	1,440.0	2,100.0
Certificated Teacher	-	14.0	26.0	48.0	68.0	96.0
Certificated Pupil Support (including SPED)	-	3.0	6.0	11.0	14.0	20.0
Classified Instructional Aides	-	16.0	23.0	45.0	56.0	81.0
Total Instructional Staff	**-**	**33.0**	**55.0**	**104.0**	**138.0**	**197.0**
Student : Instructional Staff Ratio	*N/A*	*9.1*	*9.8*	*9.8*	*10.4*	*10.7*

The staffing tables associated with our financial projections are shown below:

Table H: Staffing Summary

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Total Staffing						
Instructional Staff						
Teachers						
TK-K	-	6.0	6.0	12.0	12.0	18.0
1st Grade	-	2.5	3.0	5.0	5.0	7.5
2nd Grade	-	2.5	2.5	5.0	5.0	7.5
3rd Grade	-	-	2.5	2.5	5.0	5.0
4th Grade	-	-	-	2.5	2.5	5.0
5th Grade	-	-	-	-	2.5	2.5
6th Grade	-	-	-	-	-	2.5
7th Grade	-	3.0	3.0	6.0	6.0	9.0
8th Grade	-	-	3.0	3.0	6.0	6.0
9th Grade	-	-	6.0	6.0	12.0	11.0
10th Grade	-	-	-	6.0	6.0	11.0
11th Grade	-	-	-	-	6.0	5.5
12th Grade	-	-	-	-	-	5.5
Other	-	-	-	-	-	-
Total Teacher	**-**	**14.0**	**26.0**	**48.0**	**68.0**	**96.0**
Other Instructional Staff						
Certificated Pupil Support (including SPED)	-	3.0	6.0	11.0	14.0	20.0
Classified Instructional Aides	-	16.0	23.0	45.0	56.0	81.0
Total Other Instructional Staff	**-**	**19.0**	**29.0**	**56.0**	**70.0**	**101.0**
Total Instructional Staff	**-**	**33.0**	**55.0**	**104.0**	**138.0**	**197.0**
Administrative Staff - Certified						
Principal	2.0	1.0	2.0	3.0	4.0	5.0
Vice Principal	-	1.0	1.0	3.0	4.0	6.0
Total Administrative Staff - Certified	**2.0**	**2.0**	**3.0**	**6.0**	**8.0**	**11.0**
Support and Administrative Staff						
Support Staff - Classified (FTE)	1.0	6.0	7.5	16.0	21.0	27.0
Administrative - Classified (FTE)	1.0	-	1.0	2.0	3.0	4.0
Clerical Staff - Classified (FTE)	-	1.5	3.5	6.5	8.5	11.5
Other Staff - Classified (FTE)	-	2.0	4.0	7.0	10.0	13.0
Total Classified Staff	**2.0**	**9.5**	**16.0**	**31.5**	**42.5**	**55.5**
Total Staffing	**4.0**	**44.5**	**74.0**	**141.5**	**188.5**	**263.5**

For the first year of operations (2026-27), it is assumed that the School and Site Directors and other 12-month employees will begin on July 1, 2026.

The average salary structure for key FTE staff positions is listed in the table below. The budget assumes a 3% cost of living adjustment every year. Note that the projected total salary amounts in Table E also includes support staff costs.

Table I: Average Budgeted Salary by Position

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Average Budgeted Salary by Position						
Teacher (including SPED)	N/A	68,082	69,144	72,116	74,243	$76,691
Administrative Staff - Certified	140,000	127,423	141,432	135,183	152,591	150,382
Classified Staff (Support and Adminsitrative)	72,103	54,150	57,737	58,792	61,900	63,822

Table J: Employee Benefits

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Employee Benefits						
STRS	$53,480	$284,058	$522,259	$1,019,239	$1,469,168	$2,119,577
OASDI	8,941	85,611	139,608	278,852	378,022	540,128
Medicare	2,091	41,586	72,298	142,592	199,942	287,230
Health and Welfare	68,400	307,500	533,025	1,058,248	1,466,986	2,118,770
State Unemployment	1,625	24,010	38,710	73,990	99,960	138,180
Workers' Compensation	3,272	40,152	69,805	137,675	193,048	277,326
Other Benefits	3,584	28,680	49,861	98,339	137,891	198,090
Total Benefits	**$141,393**	**$811,598**	**$1,425,566**	**$2,808,934**	**$3,945,018**	**$5,679,301**

The table above lists the total projected annual employer costs for all employee benefits, on a year-by-year basis. Within employee benefits, most benefits are statutory and are determined by either state or federal mandate and are based on current rate factors. These benefits differ by type of employee (i.e. certificated or classified) and by whether they are full-time, part-time and/or hourly employees. MCP's employees participate in different combinations of STRS, Social Security, Medicare, and workers' compensation depending on position. For full-time certificated employees, who participate in the State Teachers' Retirement System (and not in the Federal Social Security system), the employer contribution is expected to remain at 19.10% per the Governor's proposed budget in 2025-26 and remains flat for all subsequential years.

Books and Supplies and Food Services

Many of the core programming cost projections after the initial start-up period from July 1, 2026 through the first day of school are based upon a per pupil allotment for instructional supplies, online curricula, project materials and some assessments. These costs and additional enrichment/field trip opportunities for students may be supplemented in the future by private funding as it is secured, thus these estimates are conservative. MCP will provide breakfast and lunch for all students and will participate in the National Free and Reduced Lunch Program.

Table K: Books, Supplies, & Food Services

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Books & Supplies						
Books and Other Materials	-	800	1,472	2,858	4,147	6,227
School Supplies	-	70,700	117,093	204,555	267,141	361,067
Software	-	35,300	64,960	126,090	182,965	274,773
Office Expense	-	44,400	65,365	101,500	117,827	141,560
Business Meals	-	6,800	12,513	24,289	35,245	52,931
Noncapitalized Equipment	-	321,965	260,265	532,685	480,745	742,285
Food Services	-	102,525	184,215	348,891	492,982	721,044
Total Books & Supplies	**-**	**$582,490**	**$705,883**	**$1,340,868**	**$1,581,052**	**$2,299,887**

The purchase of equipment will also be a critical part of the instructional program. The budget accounts for the purchase of this equipment (furniture and technology) on a per pupil, per full-time staff member and general purchases. As these items do wear out over time and need replacement, the budget accounts for the replacement of requisite devices over time in addition to the initial purchase in the first year of operation.

Table L: Equipment Purchases

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Device Counts						
Staff FTE Count for Devices	-	41	69	133	179	251
New Staff Purchases	-	41	28	64	46	72
Replacement Purchases	-	4	4	7	13	*18*
Enrollment	-	300	540	1,020	1,440	2,100
New Student Purchases	-	300	240	480	420	660
Replacement Purchases	-	-	15	27	51	*72*
Start-Up Element and Unit Cost						
Student Desks and Chairs - $350/Unit	-	$105,000	$89,250	$177,450	$164,850	$256,200
Teacher Desks and Chairs - $1200/Unit	-	54,120	38,520	85,080	71,160	107,880
Student Technology - $400/Unit	-	120,000	102,000	202,800	188,400	292,800
Teacher Technology - $950/Unit	-	42,845	30,495	67,355	56,335	85,405
Other Non-Cap Equipment	-	-	-	-	-	-
Total Non-Cap Equipment in Line 4400	**-**	**$321,965**	**$260,265**	**$532,685**	**$480,745**	**$742,285**

Other Expenses

Many of the operating cost projections are based upon historical averages experienced at other independent charter schools, such as communication costs, utilities, insurance, and copier lease costs.

Table M: Subagreement Services

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Subagreement Services						
Special Education	-	44,600	82,074	127,447	147,948	177,747
Transportation	-	19,600	36,068	70,010	101,590	152,565
Security	-	17,800	32,756	63,581	92,260	138,554
Other Educational Consultants	-	145,100	213,612	331,705	385,062	462,622
Total Subagreement Services	**-**	**$227,100**	**$364,510**	**$592,743**	**$726,859**	**$931,488**

SPED Consultants

Special Education Consultant costs include all outside service provider costs estimated at $44,600 in year 1 (plus COLA adjustments and increases based on population growth thereafter). This includes

psychological, speech language and occupational therapy services to MCP's students with IEPs. This cost is in addition to the in-house special education positions included in the personnel costs.

Table N: Professional Services

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Professional Services						
IT	-	$19,700	$36,252	$70,367	$102,108	$153,343
Audit & Taxes	-	22,000	22,598	23,229	23,926	24,644
Legal	-	22,100	22,701	23,334	24,035	24,756
Professional Development	-	16,100	29,628	57,508	83,449	125,321
General Consulting	-	36,400	66,984	130,019	188,666	283,335
Special Activities/Field Trips	-	34,800	64,040	124,304	180,373	270,881
Printing	-	11,100	20,426	39,649	57,533	86,402
Other taxes and fees	-	7,900	14,538	28,218	40,947	61,493
Payroll Service Fee	1,800	11,640	21,420	41,577	60,332	90,605
Management Fee	10,000	780,316	1,417,337	2,749,396	3,961,286	5,933,908
District Oversight Fee	-	46,237	85,567	166,768	241,812	364,257
Public Relations/Recruitment	-	7,600	7,807	8,025	8,265	8,513
Total Professional Services	**$11,800**	**$1,015,893**	**$1,809,298**	**$3,462,395**	**$4,972,731**	**$7,427,457**

Expenses shown in the table above are primarily based on preliminary negotiations with prospective service providers or based on industry averages. We make note of items below as needed to explain our budgeting assumptions.

Management Fee

MCP leverages shared services through the economies of scale provided by the Navigator Schools network. By pooling resources, the network allows for more affordable academic, financial, HR, facilities, and other services. These "home office" shared services cost 14% of the school's LCFF revenue annually, but the value they provide far exceeds this cost. If MCP were to manage these services independently, without the network's support, the costs would be significantly higher, and so the network costs have been included in their petition budget.

MCP has contracted with Charter Impact, Inc. to provide financial management services including financial reporting, accounts payable, and general accounting. Fees for these services are budgeted at 1.75% of total revenue. Charter Impact, Inc. also provides support for attendance, CALPADS and other student data needs plus payroll as additional separate fees. These fees have also been included in the Management Fee account within the budget.

Authorizer Oversight Fee

MCP has projected that it will be required to pay a fee of 1% of general purpose revenues.

Table O: Facilities, Repairs and Other Leases Expenses

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Facilities, Repairs and Other Leases						
Rent	-	$564,000	$733,200	$1,297,200	$1,466,400	$2,030,400
Additional Rent	-	12,500	23,003	44,649	64,789	97,299
Equipment Leases	-	27,400	50,422	97,871	142,018	213,280
Other Leases	-	2,300	4,233	8,215	11,921	17,903
Repairs and Maintenance	-	19,700	36,252	70,367	102,108	153,343
Total Facilities, Repairs and Other Leases	**-**	**$625,900**	**$847,109**	**$1,518,304**	**$1,787,237**	**$2,512,225**

Facilities Rent

MCP is planning to occupy and lease a third-party site. Based on current real estate conditions and the geographic area targeted, the budget is projecting facilities costs of 12-15% per student during the first year of operations, including some capital outlay that will be depreciated and building improvements, which will remain relatively consistent of the 5-year budget. As noted previously, the facility is expected to be eligible for the Charter School Facility Grant (SB740) funds based on the demographics of the surrounding Monterey County schools.

Table P: Operations and Housekeeping

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Operations and Housekeeping						
Auto and Travel	-	$13,400	$24,659	$47,864	$69,454	$104,305
Dues & Memberships	-	8,700	16,010	31,076	45,093	67,720
Insurance	-	51,900	76,406	128,306	152,812	204,712
Utilities	-	59,200	87,153	146,353	174,305	233,505
Janitorial Services	-	16,200	23,849	40,049	47,698	63,898
Communications	-	23,000	33,860	56,860	67,720	90,720
Postage and Shipping	-	2,300	4,233	8,215	11,921	17,903
Total Operations and Housekeeping	**-**	**$174,700**	**$266,169**	**$458,723**	**$569,004**	**$782,763**

Other Outgo and Transfers

Due to the expected high cost of starting up a school, and the expected first LCFF apportionment not paid until after the end of the first quarter of Year 1, MCP expects cash flow to be impacted during Year 1 of operations and each year thereafter due to the growing enrollment. Many other charter schools cover their start-up cash shortfall through philanthropy and start-up grant support such as the PCSGP. However, to project cash flow conservatively, MCP has secured external financing to provide the cash necessary to initiate operations through East West Bank. The term sheet for the Line of Credit with East West Bank has been included later in the financial portion of the petition. The budget projects the cost of borrowing from a line of credit to cover the cash shortfall during the growth phase at a 7% annualized rate. The need to borrow is expected to taper off to nearly nothing in the 5th year of operations as projections show that the cash balance will grow substantially as the school comes up to scale

Table Q: Interest

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Depreciation & Interest						
Depreciation	-	$14,100	$28,967	$44,663	$61,337	$78,971
Interest	-	58,042	54,249	89,251	28,292	9,333
Total Depreciation & Interest	**-**	**$72,142**	**$83,216**	**$133,914**	**$89,629**	**$88,304**

The following tables show the schedule of each month on the drawdowns and repayment of the line of credit by MCP.

Year 1: 2026-27

Line of Credit Drawdowns and Repayments				
Year 1: 2026-27				
Month	*Drawdown*	*Repayment*	*Interest*	*Outstanding Balance*
Jul-26	500,000	-	2,917	$500,000
Aug-26	600,000	-	6,417	1,100,000
Sep-26	500,000	-	9,333	1,600,000
Oct-26	-	(1,400,000)	1,167	200,000
Nov-26	600,000	-	4,667	800,000
Dec-26	500,000	-	7,583	1,300,000
Jan-27	-	(850,000)	2,625	450,000
Feb-27	500,000	-	5,542	950,000
Mar-27	-	-	5,542	950,000
Apr-27	-	(250,000)	4,083	700,000
May-27	-	-	4,083	700,000
Jun-27	-	-	4,083	700,000
Annual Total	**$3,200,000**	**($2,500,000)**	**$58,042**	**$700,000**

Year 2: 2027-28

Line of Credit Drawdowns and Repayments				
Year 2: 2027-28				
Month	*Drawdown*	*Repayment*	*Interest*	*Outstanding Balance*
Jul-27	-	-	4,083	$700,000
Aug-27	650,000	-	7,875	1,350,000
Sep-27	650,000	-	11,667	2,000,000
Oct-27	-	(1,050,000)	5,542	950,000
Nov-27	-	-	5,542	950,000
Dec-27	350,000	-	7,583	1,300,000
Jan-28	-	(1,200,000)	583	100,000
Feb-28	500,000	-	3,500	600,000
Mar-28	-	-	3,500	600,000
Apr-28	-	(350,000)	1,458	250,000
May-28	-	-	1,458	250,000
Jun-28	-	-	1,458	250,000
Annual Total	**$2,150,000**	**($2,600,000)**	**$54,249**	**$250,000**

Year 3: 2028-29

Line of Credit Drawdowns and Repayments				
Year 3: 2028-29				
Month	*Drawdown*	*Repayment*	*Interest*	*Outstanding Balance*
Jul-28	-	-	1,458	$250,000
Aug-28	1,100,000	-	7,875	1,350,000
Sep-28	1,250,000	-	15,167	2,600,000
Oct-28	-	(1,500,000)	6,417	1,100,000
Nov-28	500,000	-	9,333	1,600,000
Dec-28	800,000	-	14,000	2,400,000
Jan-29	-	(1,500,000)	5,250	900,000
Feb-29	800,000	-	9,917	1,700,000
Mar-29	-	(150,000)	9,042	1,550,000
Apr-29	-	(600,000)	5,542	950,000
May-29	-	(450,000)	2,917	500,000
Jun-29	-	(100,000)	2,333	400,000
Annual Total	**$4,450,000**	**($4,300,000)**	**$89,251**	**$400,000**

Year 4: 2029-30

Line of Credit Drawdowns and Repayments				
Year 4: 2029-30				
Month	*Drawdown*	*Repayment*	*Interest*	*Outstanding Balance*
Jul-29	-	(400,000)	-	-
Aug-29	900,000	-	5,250	900,000
Sep-29	1,300,000	-	12,833	2,200,000
Oct-29	-	(1,750,000)	2,625	450,000
Nov-29	-	(100,000)	2,042	350,000
Dec-29	600,000	-	5,542	950,000
Jan-30	-	(950,000)	-	-
Feb-30	-	-	-	-
Mar-30	-	-	-	-
Apr-30	-	-	-	-
May-30	-	-	-	-
Jun-30	-	-	-	-
Annual Total	**$2,800,000**	**($3,200,000)**	**$28,292**	**$0**

Year 5: 2030-31

Line of Credit Drawdowns and Repayments				
Year 5: 2030-31				
Month	*Drawdown*	*Repayment*	*Interest*	*Outstanding Balance*
Jul-30	-	-	-	-
Aug-30	-	-	-	-
Sep-30	1,600,000	-	9,333	1,600,000
Oct-30	-	(1,600,000)	-	-
Nov-30	-	-	-	-
Dec-30	-	-	-	-
Jan-31	-	-	-	-
Feb-31	-	-	-	-
Mar-31	-	-	-	-
Apr-31	-	-	-	-
May-31	-	-	-	-
Jun-31	-	-	-	-
Annual Total	**$1,600,000**	**($1,600,000)**	**$9,333**	**$0**

Cash Flow

As noted above, because of a limited opening cash balance starting in Year 1, MCP has allocated necessary funds to account for requisite borrowing costs during the growth phase. Once the school gets to the 5th year of operations, the timing of the State Aid will no longer be an issue. In addition, the year over year surpluses will allow for the school to begin growing a substantial cash reserve to protect itself against economic uncertainty and other cash flow timing pitfalls.

Ending Cash Balance

The cash balance at the end of 2026-27 through 2028-29 is projected to be minimal but will grow from there as the State funding calculations catch up with the school's enrollment. At the end of Year 5, MCP is projected to have a cash balance of nearly $3.6 million, representing 9% of expenses and another $5.1M in accounts receivable due to revenue payment timing. This is normal for new schools as they get up to scale because of the state's payment system, where ADA growth is paid on a delay. As mentioned earlier, MCP has access to a large line of credit with East West Bank (agreement attached hereto), which allows for easy capital access while building to scale.

Table R: Statement of Activities & Cash Balance

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Statement of Activities						
Revenues						
State Aid - Revenue Limit	-	$4,623,676	$8,556,705	$16,676,765	$24,181,221	$36,425,701
Federal Revenue	577,398	1,624,771	1,309,267	2,215,174	1,828,834	1,405,773
Other State Revenue	-	747,350	1,588,524	2,758,023	4,019,366	5,644,221
Other Local Revenue	-	-	-	-	-	-
Total Revenues	**$577,398**	**$6,995,797**	**$11,454,496**	**$21,649,962**	**$30,029,421**	**$43,475,695**
Expenses						
Certificated Salaries	$280,000	$1,487,216	$2,734,342	$5,336,327	$7,691,981	$11,097,261
Classified Salaries	144,205	1,380,815	2,251,741	4,497,608	6,097,133	8,711,737
Employee Benefits	141,393	811,598	1,425,566	2,808,934	3,945,018	5,679,301
Books & Supplies	-	582,490	705,883	1,340,868	1,581,052	2,299,887
Subagreement Services	-	227,100	364,510	592,743	726,859	931,488
Operations and Housekeeping	-	174,700	266,169	458,723	569,004	782,763
Facilities, Repairs and Other Leases	-	625,900	847,109	1,518,304	1,787,237	2,512,225
Professional Services	11,800	1,015,893	1,809,298	3,462,395	4,972,731	7,427,457
Depreciation and Interest	-	72,142	83,216	133,914	89,629	88,304
Total Expenses	**$577,398**	**$6,377,853**	**$10,487,835**	**$20,149,816**	**$27,460,644**	**$39,530,423**
Increase/(Decrease) of Net Assets	**-**	**$617,944**	**$966,660**	**$1,500,146**	**$2,568,777**	**$3,945,272**
		9.7%	9.2%	7.4%	9.4%	10.0%
Beginning Cash Balance	-	-	233,784	238,330	217,369	1,504,390
Ending Cash Balance	**-**	**$233,784**	**$238,330**	**$217,369**	**$1,504,390**	**$3,567,235**
Cash Balance (% of Expenditures)	**0.0%**	**3.7%**	**2.3%**	**1.1%**	**5.5%**	**9.0%**

Revenues

Since revenues fluctuate and are received from multiple sources, accurate cash projections are vital to maintenance of a healthy financial position. The greatest cash flow challenge is correctly

predicting the flow of federal and state revenue sources. California law specifies the payment schedule for State Aid funds. Although this schedule is subject to legislative and regulatory change, the California Department of Education (CDE) has committed to a 5-5-9 payment schedule. We have used this schedule to project our cash flow position for the first five years MCP is in operation except for new schools or new grade levels when the initial PENSEC payment of 37% is expected to be received in September, and 18% is expected in December. To be conservative, we have assumed that all funds will be received in the month following their scheduled payment. We assumed no deferrals in these projections.

State Aid – Revenue Limit

The State Aid – Revenue Limit funds come from a combination of three sources: In Lieu Property Taxes, State Aid, and Education Protection Account. The district where the school is located pays the Charter School an In-Lieu Property Tax amount per ADA near the end of each month. State Aid is due from the state on or before the end of the month and is paid monthly from July to June on a 5-5-9 schedule. Based on the typical timing of funds coming through County Treasurer to a school bank account, we have assumed a one month delay in the payments. The Economic Protection Account flows quarterly in September, December, March and June. Again, for conservatism, we have assumed that all receipts will be delayed to the month following their scheduled payment.

California Lottery

State Lottery Revenues are paid according to the prior year's ADA, and are paid quarterly except in year 1 of operations.

Expenditures

The most significant part of MCP's cost structure is staff compensation which is generally paid evenly throughout the year except in July when most instructional staff are not working prior to the start of the school year. The majority of the curriculum costs are front-loaded to the beginning of the school year.

Fund Balance

The fund balance is expected to be above the CDE-recommended levels in each year of operations and grow to 24.3% by the end of year 5.

Table S: Statement of Fund Balance

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Fund Balance						
Beginning Fund Balance	-	-	$617,944	$1,584,604	$3,084,750	$5,653,527
Increase/(Decrease) in Net Assets	-	617,944	966,660	1,500,146	2,568,777	3,945,272
Ending Fund Balance	**-**	**$617,944**	**$1,584,604**	**$3,084,750**	**$5,653,527**	**$9,598,799**
Fund Balance (% of Expenditures)	**0.0%**	**9.7%**	**15.1%**	**15.3%**	**20.6%**	**24.3%**

Restricted Funding and Tracking

The budget for MCP has been built on a methodology where any and all restricted funding has been balanced with an offsetting expense to encumber expenses in the same year that the restricted revenue is recognized. For any multi-year funding, such as ELO-P, the school plans to recognize and expend funding in full with each award year.

Table T: Compliance Trackers

Year 0: 2025-26

25-26	USDE
Object Code	**8296**
Resource Code-->	**TBD**
Revenues	
LCFF Sources	$ -
Federal	577,398
Other State	-
Other Local	-
Total	577,398
Expenses	
Salaries	424,205
Benefits	141,393
Books & Supplies	-
Subagreements	-
Operations	-
Facilities	-
Prof Services	11,800
Depreciation	-
Interest	-
Total	577,398
Surplus (Deficit)	$ -

Year 1: 2026-27

26-27	EPA	SPED	NUTRITION	TITLE I	TITLE II	USDE	SB740	LOTTERY	ELOP	AMG - Prop 28	UNRESTRICTE
Object Code	8012	8181, 8311	8220, 8520, 8634	8290	8291	8296	8545	8560	8599	8599	N/A
Resource Code	1400	3310 6500 6546	5310	3010	4035	TBD	6030	1100 6300	2600	6770	N/A
Revenues											
LCFF Sources	56,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,567,276
Federal	-	-	93,660	114,058	12,881	1,404,173	-	-	-	-	-
Other State	-	270,224	8,865	-	-	-	391,275	76,986	-	-	-
Other Local	-	-	-	-	-	-	-	-	-	-	-
Total	56,400	270,224	102,525	114,058	12,881	1,404,173	391,275	76,986	-	-	4,567,276
Expenses											
Salaries	39,480	607,915	-	79,841	-	912,712	-	-	-	-	1,228,083
Benefits	16,920	117,917	-	34,217	-	315,939	-	-	-	-	326,605
Books & Supplies	-	-	102,525	-	-	175,522	-	76,986	-	-	227,457
Subagreements	-	44,600	-	-	-	-	-	-	-	-	182,500
Operations	-	-	-	-	-	-	-	-	-	-	174,700
Facilities	-	-	-	-	-	-	391,275	-	-	-	234,625
Prof Services	-	-	-	-	12,881	-	-	-	-	-	1,003,012
Depreciation	-	-	-	-	-	-	-	-	-	-	14,100
Interest	-	-	-	-	-	-	-	-	-	-	58,042
Total	56,400	770,432	102,525	114,058	12,881	1,404,173	391,275	76,986	-	-	3,449,125
Surplus (Deficit)	$ -	$ (500,208)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,118,151

Year 2: 2027-28

27-28	EPA	SPED	NUTRITION	TITLE I	TITLE II	USDE	SB740	LOTTERY	ELOP	AMG - Prop 28	UNRESTRICTE
Object Code	8012	8181, 8311	8220, 8520, 8634	8290	8291	8296	8545	8560	8599	8599	N/A
Resource Code	1400	3310 6500 6546	5310	3010	4035	TBD	6030	1100 6300	2600	6770	N/A
Revenues											
LCFF Sources	101,040	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,455,665
Federal	-	45,000	167,790	159,681	18,033	918,763	-	-	-	-	-
Other State	-	485,028	16,425	-	-	-	508,658	137,920	371,821	48,000	20,673
Other Local	-	-	-	-	-	-	-	-	-	-	-
Total	101,040	530,028	184,215	159,681	18,033	918,763	508,658	137,920	371,821	48,000	8,476,338
Expenses											
Salaries	70,728	1,141,549	-	111,777	-	597,196	-	-	185,911	31,200	2,847,723
Benefits	30,312	121,124	-	47,904	-	206,722	-	-	79,676	10,800	929,029
Books & Supplies	-	-	184,215	-	-	114,845	-	137,920	-	6,000	262,903
Subagreements	-	82,074	-	-	-	-	-	-	37,182	-	245,255
Operations	-	-	-	-	-	-	-	-	-	-	266,169
Facilities	-	-	-	-	-	-	508,658	-	69,053	-	269,399
Prof Services	-	-	-	-	18,033	-	-	-	-	-	1,791,265
Depreciation	-	-	-	-	-	-	-	-	-	-	28,967
Interest	-	-	-	-	-	-	-	-	-	-	54,249
Total	101,040	1,344,746	184,215	159,681	18,033	918,763	508,658	137,920	371,821	48,000	6,694,959
Surplus (Deficit)	$ -	$ (814,718)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,781,378

Year 3: 2028-29

28-29	EPA	SPED	NUTRITION	TITLE I	TITLE II	USDE	SB740	LOTTERY	ELOP	AMG - Prop 28	UNRESTRICTE
Object Code	8012	8181, 8311	8220, 8520, 8634	8290	8291	8296	8545	8560	8599	8599	N/A
Resource Code-->	1400	3310 6500 6546	5310	3010	4035	TBD	6030	1100 6300	2600	6770	N/A
Revenues											
LCFF Sources	190,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,485,965
Federal	-	84,976	316,848	301,535	34,053	1,477,762	-	-	-	-	-
Other State	-	928,795	32,043	-	-	-	899,933	260,442	495,762	80,832	60,216
Other Local	-	-	-	-	-	-	-	-	-	-	-
Total	190,800	1,013,772	348,891	301,535	34,053	1,477,762	899,933	260,442	495,762	80,832	16,546,181
Expenses											
Salaries	133,560	2,316,569	-	211,075	-	960,545	-	-	247,881	52,541	5,911,765
Benefits	57,240	124,503	-	90,461	-	332,496	-	-	106,235	18,187	2,079,812
Books & Supplies	-	-	348,891	-	-	184,720	-	260,442	-	10,104	536,711
Subagreements	-	127,447	-	-	-	-	-	-	49,576	-	415,720
Operations	-	-	-	-	-	-	-	-	-	-	458,723
Facilities	-	-	-	-	-	-	899,933	-	92,070	-	526,301
Prof Services	-	-	-	-	34,053	-	-	-	-	-	3,428,342
Depreciation	-	-	-	-	-	-	-	-	-	-	44,663
Interest	-	-	-	-	-	-	-	-	-	-	89,251
Total	190,800	2,568,519	348,891	301,535	34,053	1,477,762	899,933	260,442	495,762	80,832	13,491,288
Surplus (Deficit)	$ -	$ (1,554,747)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,054,893

Year 4: 2029-30

29-30	EPA	SPED	NUTRITION	TITLE I	TITLE II	USDE	SB740	LOTTERY	ELOP	AMG - Prop 28	UNRESTRICTE
Object Code	8012	8181, 8311	8220, 8520, 8634	8290	8291	8296	8545	8560	8599	8599	N/A
Resource Code-->	1400	3310 6500 6546	5310	3010	4035	TBD	6030	1100 6300	2600	6770	N/A
Revenues											
LCFF Sources	268,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,912,421
Federal	-	63,396	446,377	424,805	47,974	846,282	-	-	-	-	-
Other State	-	1,342,557	46,605	-	-	-	1,017,315	366,912	991,523	152,640	101,815
Other Local	-	-	-	-	-	-	-	-	-	-	-
Total	268,800	1,405,953	492,982	424,805	47,974	846,282	1,017,315	366,912	991,523	152,640	24,014,236
Expenses											
Salaries	188,160	2,991,600	-	297,363	-	550,083	-	-	495,762	99,216	9,166,930
Benefits	80,640	128,238	-	127,441	-	190,413	-	-	212,469	34,344	3,171,471
Books & Supplies	-	-	492,982	-	-	105,785	-	366,912	-	19,080	596,293
Subagreements	-	147,948	-	-	-	-	-	-	99,152	-	479,759
Operations	-	-	-	-	-	-	-	-	-	-	569,004
Facilities	-	-	-	-	-	-	1,017,315	-	184,140	-	585,782
Prof Services	-	-	-	-	47,974	-	-	-	-	-	4,924,758
Depreciation	-	-	-	-	-	-	-	-	-	-	61,337
Interest	-	-	-	-	-	-	-	-	-	-	28,292
Total	268,800	3,267,786	492,982	424,805	47,974	846,282	1,017,315	366,912	991,523	152,640	19,583,626
Surplus (Deficit)	$ -	$ (1,861,833)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,430,610

Year 5: 2030-31

30-31	EPA	SPED	NUTRITION	TITLE I	TITLE II	USDE	SB740	LOTTERY	ELOP	AMG - Prop 28	UNRESTRICTE
Object Code	8012	8181, 8311	8220, 8520, 8634	8290	8291	8296	8545	8560	8599	8599	N/A
Resource Code-->	1400	3310 6500 6546	5310	3010	4035	TBD	6030	1100 6300	2600	6770	N/A
Revenues											
LCFF Sources	391,920	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,033,781
Federal	-	65,612	650,834	619,380	69,947	-	-	-	-	-	-
Other State	-	2,013,266	70,210	-	-	-	1,408,590	534,971	1,239,404	215,040	162,741
Other Local	-	-	-	-	-	-	-	-	-	-	-
Total	391,920	2,078,877	721,044	619,380	69,947	-	1,408,590	534,971	1,239,404	215,040	36,196,522
Expenses											
Salaries	274,344	4,496,261	-	433,566	-	-	-	-	619,702	139,776	13,845,349
Benefits	117,576	132,085	-	185,814	-	-	-	-	265,587	48,384	4,929,855
Books & Supplies	-	-	721,044	-	-	-	-	534,971	-	26,880	1,016,992
Subagreements	-	177,747	-	-	-	-	-	-	123,940	-	629,800
Operations	-	-	-	-	-	-	-	-	-	-	782,763
Facilities	-	-	-	-	-	-	1,408,590	-	230,175	-	873,460
Prof Services	-	-	-	-	69,947	-	-	-	-	-	7,357,509
Depreciation	-	-	-	-	-	-	-	-	-	-	78,971
Interest	-	-	-	-	-	-	-	-	-	-	9,333
Total	391,920	4,806,094	721,044	619,380	69,947	-	1,408,590	534,971	1,239,404	215,040	29,524,033
Surplus (Deficit)	$ -	$ (2,727,216)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,672,489

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Multi-Year Forecast

Revised 9/1/25

CHARTER IMPACT

		2025-26 Planning Year	2026-27 Budget	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast	2030-31 Forecast
Assumptions							
State COLA	*n/a*		*3.02%*	*3.42%*	*3.31%*	*3.24%*	*3.32%*
Other Revenue COLA	*n/a*		*0*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Expense COLA	*n/a*		*2.82%*	*2.72%*	*2.79%*	*3.00%*	*3.00%*
Enrollment			*300.00*	*540.00*	*1,020.00*	*1,440.00*	*2,100.00*
Average Daily Attendance	*-*		*282.00*	*505.20*	*954.00*	*1,344.00*	*1,959.60*
Revenues							
State Aid - Revenue Limit							
8011 LCFF State Aid		$ -	$ 4,567,276	$ 8,455,665	$ 16,485,965	$ 23,912,421	$ 36,033,781
8012 Education Protection Account		-	56,400	101,040	190,800	268,800	391,920
		-	4,623,676	8,556,705	16,676,765	24,181,221	36,425,701
Federal Revenue							
8181 Special Education - Entitlement		-	-	45,000	84,976	63,396	65,612
8220 Federal Child Nutrition		-	93,660	167,790	316,848	446,377	650,834
8290 Title I, Part A - Basic Low Income		-	114,058	159,681	301,535	424,805	619,380
8291 Title II, Part A - Teacher Quality		-	12,881	18,033	34,053	47,974	69,947
8296 Other Federal Revenue		577,398	1,404,173	918,763	1,477,762	846,282	-
		577,398	1,624,771	1,309,267	2,215,174	1,828,834	1,405,773
Other State Revenue							
8311 State Special Education		-	251,894	466,698	910,465	1,324,227	1,994,936
8520 Child Nutrition		-	8,865	16,425	32,043	46,605	70,210
8545 School Facilities (SB740)		-	391,275	508,658	899,933	1,017,315	1,408,590
8550 Mandated Cost		-	-	6,165	16,536	32,785	53,697
8560 State Lottery		-	76,986	137,920	260,442	366,912	534,971
8599 Other State Revenue		-	18,330	452,659	638,604	1,231,523	1,581,818
		-	747,350	1,588,524	2,758,023	4,019,366	5,644,221
Other Local Revenue							
		-	-	-	-	-	-
Total Revenue		**$ 577,398**	**$ 6,995,797**	**$ 11,454,496**	**$ 21,649,962**	**$ 30,029,421**	**$ 43,475,695**
Expenses							
Certificated Salaries							
1100 Teachers' Salaries		-	953,155	1,745,750	3,461,574	5,048,506	7,362,298
1175 Teachers' Extra Duty/Stipends		-	47,658	87,288	173,079	252,425	368,115
1200 Pupil Support Salaries		-	231,558	477,009	890,577	1,170,324	1,712,645
1300 Administrators' Salaries		280,000	254,846	424,296	811,098	1,220,726	1,654,203
		280,000	1,487,216	2,734,342	5,336,327	7,691,981	11,097,261
Classified Salaries							
2100 Instructional Salaries		-	860,241	1,273,695	2,566,778	3,290,040	4,901,575
2200 Support Salaries		74,205	336,664	453,832	932,994	1,385,358	1,859,994
2300 Classified Administrators' Salaries		70,000	-	80,748	166,746	257,414	353,802
2400 Clerical and Office Staff Salaries		-	112,914	297,215	567,472	776,427	1,076,976
2900 Other Classified Salaries		-	70,996	146,251	263,617	387,894	519,390
		144,205	1,380,815	2,251,741	4,497,608	6,097,133	8,711,737

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Multi-Year Forecast

Revised 9/1/25

		2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
		Planning Year	Budget	Forecast	Forecast	Forecast	Forecast
Benefits							
3101	STRS	53,480	284,058	522,259	1,019,239	1,469,168	2,119,577
3301	OASDI	8,941	85,611	139,608	278,852	378,022	540,128
3311	Medicare	2,091	41,586	72,298	142,592	199,942	287,230
3401	Health and Welfare	68,400	307,500	533,025	1,058,248	1,466,986	2,118,770
3501	State Unemployment	1,625	24,010	38,710	73,990	99,960	138,180
3601	Workers' Compensation	3,272	40,152	69,805	137,675	193,048	277,326
3901	Other Benefits	3,584	28,680	49,861	98,339	137,891	198,090
		141,393	811,598	1,425,566	2,808,934	3,945,018	5,679,301
Books and Supplies							
4200	Books and Other Materials	-	800	1,472	2,858	4,147	6,227
4302	School Supplies	-	70,700	117,093	204,555	267,141	361,067
4305	Software	-	35,300	64,960	126,090	182,965	274,773
4310	Office Expense	-	44,400	65,365	101,500	117,827	141,560
4311	Business Meals	-	6,800	12,513	24,289	35,245	52,931
4400	Noncapitalized Equipment	-	321,965	260,265	532,685	480,745	742,285
4700	Food Services	-	102,525	184,215	348,891	492,982	721,044
		-	582,490	705,883	1,340,868	1,581,052	2,299,887
Subagreement Services							
5102	Special Education	-	44,600	82,074	127,447	147,948	177,747
5104	Transportation	-	19,600	36,068	70,010	101,590	152,565
5105	Security	-	17,800	32,756	63,581	92,260	138,554
5106	Other Educational Consultants	-	145,100	213,612	331,705	385,062	462,622
		-	227,100	364,510	592,743	726,859	931,488
Operations and Housekeeping							
5201	Auto and Travel	-	13,400	24,659	47,864	69,454	104,305
5300	Dues & Memberships	-	8,700	16,010	31,076	45,093	67,720
5400	Insurance	-	51,900	76,406	128,306	152,812	204,712
5501	Utilities	-	59,200	87,153	146,353	174,305	233,505
5502	Janitorial Services	-	16,200	23,849	40,049	47,698	63,898
5900	Communications	-	23,000	33,860	56,860	67,720	90,720
5901	Postage and Shipping	-	2,300	4,233	8,215	11,921	17,903
		-	174,700	266,169	458,723	569,004	782,763
Facilities, Repairs and Other Leases							
5601	Rent	-	564,000	733,200	1,297,200	1,466,400	2,030,400
5602	Additional Rent	-	12,500	23,003	44,649	64,789	97,299
5603	Equipment Leases	-	27,400	50,422	97,871	142,018	213,280
5604	Other Leases	-	2,300	4,233	8,215	11,921	17,903
5610	Repairs and Maintenance	-	19,700	36,252	70,367	102,108	153,343
		-	625,900	847,109	1,518,304	1,787,237	2,512,225

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Multi-Year Forecast

Revised 9/1/25

	2025-26 Planning Year	2026-27 Budget	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast	2030-31 Forecast
Professional/Consulting Services						
5801 IT	-	19,700	36,252	70,367	102,108	153,343
5802 Audit & Taxes	-	22,000	22,598	23,229	23,926	24,644
5803 Legal	-	22,100	22,701	23,334	24,035	24,756
5804 Professional Development	-	16,100	29,628	57,508	83,449	125,321
5805 General Consulting	-	36,400	66,984	130,019	188,666	283,335
5806 Special Activities/Field Trips	-	34,800	64,040	124,304	180,373	270,881
5808 Printing	-	11,100	20,426	39,649	57,533	86,402
5809 Other taxes and fees	-	7,900	14,538	28,218	40,947	61,493
5810 Payroll Service Fee	1,800	11,640	21,420	41,577	60,332	90,605
5811 Management Fee	10,000	780,316	1,417,337	2,749,396	3,961,286	5,933,908
5812 District Oversight Fee	-	46,237	85,567	166,768	241,812	364,257
5815 Public Relations/Recruitment	-	7,600	7,807	8,025	8,265	8,513
	11,800	1,015,893	1,809,298	3,462,395	4,972,731	7,427,457
Depreciation						
6900 Depreciation Expense	-	14,100	28,967	44,663	61,337	78,971
	-	14,100	28,967	44,663	61,337	78,971
Interest						
7438 Interest Expense	-	58,042	54,249	89,251	28,292	9,333
	-	58,042	54,249	89,251	28,292	9,333
Total Expenses	**$ 577,398**	**$ 6,377,853**	**$ 10,487,835**	**$ 20,149,816**	**$ 27,460,644**	**$ 39,530,423**
Surplus (Deficit)	**$ -**	**$ 617,944**	**$ 966,660**	**$ 1,500,146**	**$ 2,568,777**	**$ 3,945,272**
Fund Balance, Beginning of Year	$ -	$ -	$ 617,944	$ 1,584,604	$ 3,084,750	$ 5,653,527
Fund Balance, End of Year	**$ -**	**$ 617,944**	**$ 1,584,604**	**$ 3,084,750**	**$ 5,653,527**	**$ 9,598,799**
	0.0%	***9.7%***	***15.1%***	***15.3%***	***20.6%***	***24.3%***
Cash Flow Adjustments						
Surplus (Deficit)	-	617,944	966,660	1,500,146	2,568,777	3,945,272
Cash Flows From Operating Activities						
Depreciation/Amortization	-	14,100	28,967	44,663	61,337	78,971
Public Funding Receivables	-	(1,022,511)	(384,693)	(1,485,994)	(628,733)	(1,575,497)
Accounts Payable	-	4,252	3,611	10,223	5,641	14,098
Cash Flows From Investing Activities					-	-
Purchases of Prop. And Equip.	-	(80,000)	(160,000)	(240,000)	(320,000)	(400,000)
Cash Flows From Financing Activities					-	-
Line of Credit Draw	-	3,200,000	2,150,000	4,450,000	2,800,000	1,600,000
Line of Credit Paydown	-	(2,500,000)	(2,600,000)	(4,300,000)	(3,200,000)	(1,600,000)
Total Change in Cash	-	233,784	4,546	(20,961)	1,287,022	2,062,844
Cash, Beginning of Year	-	-	233,784	238,330	217,369	1,504,390
Cash, End of Year	**$ -**	**$ 233,784**	**$ 238,330**	**$ 217,369**	**$ 1,504,390**	**$ 3,567,235**

FY26-27 Monterey County Prep

Monthly Cash Flow/Budget FY25-26 (Planning Year)

Revised 9/1/25

CHARTER IMPACT

ADA = 0.00	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Annual Forecast
Revenues														
State Aid - Revenue Limit														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal Revenue														
8296 Other Federal Revenue	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	57,283	-	**577,398**
	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	47,283	57,283	-	**577,398**
Other State Revenue														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Local Revenue														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**57,283**	-	**577,398**
Expenses														
Certificated Salaries														
1300 Administrators' Salaries	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	-	**280,000**
	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	-	**280,000**
Classified Salaries														
2200 Support Salaries	6,184	6,184	6,184	6,184	6,184	6,184	6,184	6,184	6,184	6,184	6,184	6,184	-	**74,205**
2300 Classified Administrators' Salaries	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	-	**70,000**
	12,017	12,017	12,017	12,017	12,017	12,017	12,017	12,017	12,017	12,017	12,017	12,017	-	**144,205**
Benefits														
3101 STRS	4,457	4,457	4,457	4,457	4,457	4,457	4,457	4,457	4,457	4,457	4,457	4,457	-	**53,480**
3301 OASDI	745	745	745	745	745	745	745	745	745	745	745	745	-	**8,941**
3311 Medicare	174	174	174	174	174	174	174	174	174	174	174	174	-	**2,091**
3401 Health and Welfare	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	-	**68,400**
3501 State Unemployment	135	135	135	135	135	135	135	135	135	135	135	135	-	**1,625**
3601 Workers' Compensation	273	273	273	273	273	273	273	273	273	273	273	273	-	**3,272**
3901 Other Benefits	299	299	299	299	299	299	299	299	299	299	299	299	-	**3,584**
	11,783	11,783	11,783	11,783	11,783	11,783	11,783	11,783	11,783	11,783	11,783	11,783	-	**141,393**
Books and Supplies														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subagreement Services														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operations and Housekeeping														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Facilities, Repairs and Other Leases														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional/Consulting Services														
5810 Payroll Service Fee	150	150	150	150	150	150	150	150	150	150	150	150	-	**1,800**
5811 Management Fee	-	-	-	-	-	-	-	-	-	-	-	10,000	-	**10,000**
	150	150	150	150	150	150	150	150	150	150	150	10,150	-	**11,800**
Depreciation														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**47,283**	**57,283**	-	**577,398**
Monthly Surplus (Deficit)	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY26-27

Revised 9/1/25

Actuals Through:

ADA = 282.00

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA = 282.00	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	-	-	1,689,892	-	-	822,110	-	411,055	411,055	411,055	411,055	411,055	**4,567,276**	4,567,276	-
8012	Education Protection Account	-	-	14,100	-	-	14,100	-	-	14,100	-	-	-	14,100	**56,400**	56,400	-
		-	-	14,100	1,689,892	-	14,100	822,110	-	425,155	411,055	411,055	411,055	425,155	**4,623,676**	**4,623,676**	**-**
Federal Revenue																	
8220	Federal Child Nutrition	-	-	-	4,683	8,898	8,898	8,898	8,898	8,898	8,898	8,898	8,898	17,795	**93,660**	93,660	-
8290	Title I, Part A - Basic Low Income	-	-	28,514	-	-	85,543	-	-	-	-	-	-	-	**114,058**	114,058	-
8291	Title II, Part A - Teacher Quality	-	-	3,220	-	-	9,661	-	-	-	-	-	-	-	**12,881**	12,881	-
8296	Other Federal Revenue	-	-	-	351,043	-	-	351,043	-	-	351,043	-	-	351,043	**1,404,173**	1,404,173	-
		-	-	31,735	355,726	8,898	104,102	359,941	8,898	8,898	359,941	8,898	8,898	368,838	**1,624,771**	**1,624,771**	**-**
Other State Revenue																	
8311	State Special Education	-	-	-	-	-	-	-	-	50,379	50,379	50,379	50,379	50,379	**251,894**	251,894	-
8520	Child Nutrition	-	-	-	443	842	842	842	842	842	842	842	842	1,684	**8,865**	8,865	-
8545	School Facilities (SB740)	-	-	-	-	-	-	195,638	-	-	-	97,819	-	97,819	**391,275**	391,275	-
8560	State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	76,986	**76,986**	76,986	-
8599	Other State Revenue	-	917	917	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	**18,330**	18,330	-
		-	917	917	2,093	2,492	2,492	198,129	2,492	52,871	52,871	150,689	52,871	228,518	**747,350**	**747,350**	**-**
Other Local Revenue																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Total Revenue		**-**	**917**	**46,751**	**2,047,711**	**11,390**	**120,693**	**1,380,180**	**11,390**	**486,923**	**823,866**	**570,642**	**472,823**	**1,022,511**	**6,995,797**	**6,995,797**	**-**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	86,650	86,650	86,650	86,650	86,650	86,650	86,650	86,650	86,650	86,650	86,650	-	**953,155**	953,155	-
1175	Teachers' Extra Duty/Stipends	-	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	-	**47,658**	47,658	-
1200	Pupil Support Salaries	-	21,051	21,051	21,051	21,051	21,051	21,051	21,051	21,051	21,051	21,051	21,051	-	**231,558**	231,558	-
1300	Administrators' Salaries	21,237	21,237	21,237	21,237	21,237	21,237	21,237	21,237	21,237	21,237	21,237	21,237	-	**254,846**	254,846	-
		21,237	133,271	133,271	133,271	133,271	133,271	133,271	133,271	133,271	133,271	133,271	133,271	-	**1,487,216**	**1,487,216**	**-**
Classified Salaries																	
2100	Instructional Salaries	-	78,204	78,204	78,204	78,204	78,204	78,204	78,204	78,204	78,204	78,204	78,204	-	**860,241**	860,241	-
2200	Support Salaries	-	30,606	30,606	30,606	30,606	30,606	30,606	30,606	30,606	30,606	30,606	30,606	-	**336,664**	336,664	-
2300	Classified Administrators'	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
2400	Clerical and Office Staff Salaries	9,410	9,410	9,410	9,410	9,410	9,410	9,410	9,410	9,410	9,410	9,410	9,410	-	**112,914**	112,914	-
2900	Other Classified Salaries	-	6,454	6,454	6,454	6,454	6,454	6,454	6,454	6,454	6,454	6,454	6,454	-	**70,996**	70,996	-
		9,410	124,673	124,673	124,673	124,673	124,673	124,673	124,673	124,673	124,673	124,673	124,673	-	**1,380,815**	**1,380,815**	**-**
Benefits																	
3101	STRS	4,056	25,455	25,455	25,455	25,455	25,455	25,455	25,455	25,455	25,455	25,455	25,455	-	**284,058**	284,058	-
3301	OASDI	583	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	7,730	-	**85,611**	85,611	-
3311	Medicare	444	3,740	3,740	3,740	3,740	3,740	3,740	3,740	3,740	3,740	3,740	3,740	-	**41,586**	41,586	-
3401	Health and Welfare	25,625	25,625	25,625	25,625	25,625	25,625	25,625	25,625	25,625	25,625	25,625	25,625	-	**307,500**	307,500	-
3501	State Unemployment	1,201	1,201	1,201	1,201	1,201	1,201	6,003	4,802	2,401	1,201	1,201	1,201	-	**24,010**	24,010	-
3601	Workers' Compensation	429	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	-	**40,152**	40,152	-
3901	Other Benefits	306	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	2,579	-	**28,680**	28,680	-
		32,645	69,941	69,941	69,941	69,941	69,941	74,743	73,542	71,141	69,941	69,941	69,941	-	**811,598**	**811,598**	**-**
Books and Supplies																	
4200	Books and Other Materials	160	160	160	160	160	-	-	-	-	-	-	-	-	**800**	800	-
4302	School Supplies	5,892	5,892	5,892	5,892	5,892	5,892	5,892	5,892	5,892	5,892	5,892	5,892	-	**70,700**	70,700	-
4305	Software	2,942	2,942	2,942	2,942	2,942	2,942	2,942	2,942	2,942	2,942	2,942	2,942	-	**35,300**	35,300	-
4310	Office Expense	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	-	**44,400**	44,400	-
4311	Business Meals	567	567	567	567	567	567	567	567	567	567	567	567	-	**6,800**	6,800	-
4400	Noncapitalized Equipment	-	64,393	64,393	64,393	64,393	64,393	-	-	-	-	-	-	-	**321,965**	321,965	-
4700	Food Services	-	9,320	9,320	9,320	9,320	9,320	9,320	9,320	9,320	9,320	9,320	9,320	-	**102,525**	102,525	-
		13,260	86,973	86,973	86,973	86,973	86,813	22,420	22,420	22,420	22,420	22,420	22,420	-	**582,490**	**582,490**	**-**
Subagreement Services																	
5102	Special Education	-	4,055	4,055	4,055	4,055	4,055	4,055	4,055	4,055	4,055	4,055	4,055	-	**44,600**	44,600	-
5104	Transportation	-	1,782	1,782	1,782	1,782	1,782	1,782	1,782	1,782	1,782	1,782	1,782	-	**19,600**	19,600	-
5105	Security	-	1,618	1,618	1,618	1,618	1,618	1,618	1,618	1,618	1,618	1,618	1,618	-	**17,800**	17,800	-
5106	Other Educational Consultants	-	-	14,510	14,510	14,510	14,510	14,510	14,510	14,510	14,510	14,510	14,510	-	**145,100**	145,100	-
		-	7,455	21,965	21,965	21,965	21,965	21,965	21,965	21,965	21,965	21,965	21,965	-	**227,100**	**227,100**	**-**

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY26-27

Revised 9/1/25

Actuals Through:

ADA = 282.00

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Operations and Housekeeping																	
5201	Auto and Travel	-	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	-	**13,400**	13,400	-
5300	Dues & Memberships	725	725	725	725	725	725	725	725	725	725	725	725	-	**8,700**	8,700	-
5400	Insurance	4,325	4,325	4,325	4,325	4,325	4,325	4,325	4,325	4,325	4,325	4,325	4,325	-	**51,900**	51,900	-
5501	Utilities	4,933	4,933	4,933	4,933	4,933	4,933	4,933	4,933	4,933	4,933	4,933	4,933	-	**59,200**	59,200	-
5502	Janitorial Services	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	-	**16,200**	16,200	-
5900	Communications	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	-	**23,000**	23,000	-
5901	Postage and Shipping	-	-	230	230	230	230	230	230	230	230	230	230	-	**2,300**	2,300	-
		13,250	14,468	14,698	14,698	14,698	14,698	14,698	14,698	14,698	14,698	14,698	14,698	-	**174,700**	**174,700**	**-**
Facilities, Repairs and Other Leases																	
5601	Rent	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	-	**564,000**	564,000	-
5602	Additional Rent	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	-	**12,500**	12,500	-
5603	Equipment Leases	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	2,283	-	**27,400**	27,400	-
5604	Other Leases	192	192	192	192	192	192	192	192	192	192	192	192	-	**2,300**	2,300	-
5610	Repairs and Maintenance	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	-	**19,700**	19,700	-
		52,158	52,158	52,158	52,158	52,158	52,158	52,158	52,158	52,158	52,158	52,158	52,158	-	**625,900**	**625,900**	**-**
Professional/Consulting Services																	
5801	IT	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	-	**19,700**	19,700	-
5802	Audit & Taxes	-	-	-	7,333	7,333	7,333	-	-	-	-	-	-	-	**22,000**	22,000	-
5803	Legal	1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,842	-	**22,100**	22,100	-
5804	Professional Development	-	-	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610	-	**16,100**	16,100	-
5805	General Consulting	-	-	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	3,640	-	**36,400**	36,400	-
5806	Special Activities/Field Trips	-	-	-	-	-	11,600	11,600	11,600	-	-	-	-	-	**34,800**	34,800	-
5808	Printing	-	-	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	-	**11,100**	11,100	-
5809	Other taxes and fees	-	-	790	790	790	790	790	790	790	790	790	790	-	**7,900**	7,900	-
5810	Payroll Service Fee	970	970	970	970	970	970	970	970	970	970	970	970	-	**11,640**	11,640	-
5811	Management Fee	65,026	65,026	65,026	65,026	65,026	65,026	65,026	65,026	65,026	65,026	65,026	65,026	-	**780,316**	780,316	-
5812	District Oversight Fee	-	-	141	16,899	-	141	8,221	-	4,252	4,111	4,111	4,111	4,252	**46,237**	46,237	-
5815	Public Relations/Recruitment	-	-	760	760	760	760	760	760	760	760	760	760	-	**7,600**	7,600	-
		69,480	69,480	77,531	101,622	84,723	96,464	97,211	88,990	81,641	81,500	81,500	81,500	4,252	**1,015,893**	**1,015,893**	**-**
Depreciation																	
6900	Depreciation Expense	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	-	**14,100**	14,100	-
		1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	-	**14,100**	**14,100**	**-**
Interest																	
7438	Interest Expense	2,917	6,417	9,333	1,167	4,667	7,583	2,625	5,542	5,542	4,083	4,083	4,083	-	**58,042**	58,042	-
		2,917	6,417	9,333	1,167	4,667	7,583	2,625	5,542	5,542	4,083	4,083	4,083	-	**58,042**	**58,042**	**-**
Total Expenses		**215,532**	**566,011**	**591,718**	**607,643**	**594,244**	**608,741**	**544,939**	**538,434**	**528,685**	**525,884**	**525,884**	**525,884**	**4,252**	**6,377,853**	**6,377,853**	**-**
Monthly Surplus (Deficit)		**(215,532)**	**(565,094)**	**(544,967)**	**1,440,068**	**(582,855)**	**(488,048)**	**835,241**	**(527,045)**	**(41,762)**	**297,982**	**44,757**	**(53,061)**	**1,018,259**	**617,944**	**617,944**	**-**
Cash Flow Adjustments																	
	Monthly Surplus (Deficit)	(215,532)	(565,094)	(544,967)	1,440,068	(582,855)	(488,048)	835,241	(527,045)	(41,762)	297,982	44,757	(53,061)	1,018,259	**617,944**		
	Cash flows from operating activities																
	Depreciation/Amortization	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	1,175	-	**14,100**		
	Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(1,022,511)	**(1,022,511)**		
	Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	4,252	**4,252**		
	Cash flows from investing activities																
	Purchases of Prop. And Equip.	(20,000)	(20,000)	(20,000)	(20,000)	-	-	-	-	-	-	-	-	-	**(80,000)**		
	Cash flows from financing activities																
	Line of Credit Draw	500,000	600,000	500,000	-	600,000	500,000	-	500,000	-	-	-	-	-	**3,200,000**		
	Line of Credit Paydown	-	-	-	(1,400,000)	-	-	(850,000)	-	-	(250,000)	-	-	-	**(2,500,000)**		
	Total Change in Cash	265,643	16,081	(63,792)	21,243	18,320	13,127	(13,584)	(25,870)	(40,587)	49,157	45,932	(51,886)				
	Cash, Beginning of Month	-	265,643	281,724	217,932	239,175	257,495	270,622	257,038	231,168	190,581	239,738	285,671				
	Cash, End of Month	**265,643**	**281,724**	**217,932**	**239,175**	**257,495**	**270,622**	**257,038**	**231,168**	**190,581**	**239,738**	**285,671**	**233,784**				

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY27-28

Revised 9/1/25

CHARTER IMPACT

ADA = 505.20

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues																**ADA =**	**282.00**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	235,995	235,995	1,807,022	424,792	424,792	1,097,228	424,792	761,010	761,010	761,010	761,010	761,010	**8,455,665**	4,567,276	3,888,389
8012	Education Protection Account	-	-	-	14,100	-	-	14,100	-	-	47,580	-	-	25,260	**101,040**	56,400	44,640
		-	235,995	235,995	1,821,122	424,792	424,792	1,111,328	424,792	761,010	808,590	761,010	761,010	786,270	**8,556,705**	**4,623,676**	**3,933,029**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	45,000	**45,000**	-	45,000
8220	Federal Child Nutrition	-	-	8,390	8,390	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	**167,790**	93,660	74,131
8290	Title I, Part A - Basic Low Income	-	-	39,920	-	-	39,920	-	-	39,920	-	-	-	39,920	**159,681**	114,058	45,623
8291	Title II, Part A - Teacher Quality	-	-	4,508	-	-	4,508	-	-	4,508	-	-	-	4,508	**18,033**	12,881	5,152
8296	Other Federal Revenue	-	-	-	229,691	-	-	229,691	-	-	229,691	-	-	229,691	**918,763**	1,404,173	(485,410)
		-	-	52,818	238,080	16,779	61,208	246,470	16,779	61,208	246,470	16,779	16,779	335,898	**1,309,267**	**1,624,771**	**(315,504)**
Other State Revenue																	
8311	State Special Education	-	23,335	23,335	42,003	42,003	42,003	42,003	42,003	42,003	42,003	42,003	42,003	42,003	**466,698**	251,894	214,804
8520	Child Nutrition	-	-	821	821	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	**16,425**	8,865	7,560
8545	School Facilities (SB740)	-	-	-	-	-	-	254,329	-	-	-	127,164	-	127,164	**508,658**	391,275	
8550	Mandated Cost	-	-	-	-	-	6,165	-	-	-	-	-	-	-	**6,165**	-	6,165
8560	State Lottery	-	-	-	-	-	-	34,480	-	-	34,480	-	-	68,960	**137,920**	76,986	60,934
8599	Other State Revenue	-	-	-	-	294,228	-	-	-	-	113,165	-	-	45,266	**452,659**	18,330	434,329
		-	23,335	24,156	42,824	337,874	49,810	332,454	43,645	43,645	191,290	170,810	43,645	285,035	**1,588,524**	747,350	723,792
Other Local Revenue																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue		**-**	**259,330**	**312,970**	**2,102,026**	**779,445**	**535,809**	**1,690,252**	**485,216**	**865,863**	**1,246,350**	**948,599**	**821,434**	**1,407,203**	**11,454,496**	**6,995,797**	**4,458,699**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	158,705	158,705	158,705	158,705	158,705	158,705	158,705	158,705	158,705	158,705	158,705	-	**1,745,750**	953,155	(792,596)
1175	Teachers' Extra Duty/Stipends	-	7,935	7,935	7,935	7,935	7,935	7,935	7,935	7,935	7,935	7,935	7,935	-	**87,288**	47,658	(39,630)
1200	Pupil Support Salaries	-	43,364	43,364	43,364	43,364	43,364	43,364	43,364	43,364	43,364	43,364	43,364	-	**477,009**	231,558	(245,451)
1300	Administrators' Salaries	35,358	35,358	35,358	35,358	35,358	35,358	35,358	35,358	35,358	35,358	35,358	35,358	-	**424,296**	254,846	(169,450)
		35,358	245,362	245,362	245,362	245,362	245,362	245,362	245,362	245,362	245,362	245,362	245,362	-	**2,734,342**	**1,487,216**	**(1,247,126)**
Classified Salaries																	
2100	Instructional Salaries	-	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790	-	**1,273,695**	860,241	(413,454)
2200	Support Salaries	-	41,257	41,257	41,257	41,257	41,257	41,257	41,257	41,257	41,257	41,257	41,257	-	**453,832**	336,664	(117,168)
2300	Classified Administrators'	6,729	6,729	6,729	6,729	6,729	6,729	6,729	6,729	6,729	6,729	6,729	6,729	-	**80,748**	-	(80,748)
2400	Clerical and Office Staff Salaries	24,768	24,768	24,768	24,768	24,768	24,768	24,768	24,768	24,768	24,768	24,768	24,768	-	**297,215**	112,914	(184,301)
2900	Other Classified Salaries	-	13,296	13,296	13,296	13,296	13,296	13,296	13,296	13,296	13,296	13,296	13,296	-	**146,251**	70,996	(75,255)
		31,497	201,840	201,840	201,840	201,840	201,840	201,840	201,840	201,840	201,840	201,840	201,840	-	**2,251,741**	**1,380,815**	**(870,926)**
Benefits																	
3101	STRS	7,458	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	-	**522,259**	284,058	(238,201)
3301	OASDI	951	12,605	12,605	12,605	12,605	12,605	12,605	12,605	12,605	12,605	12,605	12,605	-	**139,608**	85,611	(53,997)
3311	Medicare	773	6,502	6,502	6,502	6,502	6,502	6,502	6,502	6,502	6,502	6,502	6,502	-	**72,298**	41,586	(30,712)
3401	Health and Welfare	44,419	44,419	44,419	44,419	44,419	44,419	44,419	44,419	44,419	44,419	44,419	44,419	-	**533,025**	307,500	(225,525)
3501	State Unemployment	1,936	1,936	1,936	1,936	1,936	1,936	9,678	7,742	3,871	1,936	1,936	1,936	-	**38,710**	24,010	(14,700)
3601	Workers' Compensation	746	6,278	6,278	6,278	6,278	6,278	6,278	6,278	6,278	6,278	6,278	6,278	-	**69,805**	40,152	(29,653)
3901	Other Benefits	533	4,484	4,484	4,484	4,484	4,484	4,484	4,484	4,484	4,484	4,484	4,484	-	**49,861**	28,680	(21,181)
		56,815	123,024	123,024	123,024	123,024	123,024	130,766	128,831	124,960	123,024	123,024	123,024	-	**1,425,566**	**811,598**	**(613,969)**
Books and Supplies																	
4200	Books and Other Materials	294	294	294	294	294	-	-	-	-	-	-	-	-	**1,472**	800	(672)
4302	School Supplies	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	9,758	-	**117,093**	70,700	(46,393)
4305	Software	5,413	5,413	5,413	5,413	5,413	5,413	5,413	5,413	5,413	5,413	5,413	5,413	-	**64,960**	35,300	(29,660)
4310	Office Expense	5,447	5,447	5,447	5,447	5,447	5,447	5,447	5,447	5,447	5,447	5,447	5,447	-	**65,365**	44,400	(20,965)
4311	Business Meals	1,043	1,043	1,043	1,043	1,043	1,043	1,043	1,043	1,043	1,043	1,043	1,043	-	**12,513**	6,800	(5,713)
4400	Noncapitalized Equipment	-	52,053	52,053	52,053	52,053	52,053	-	-	-	-	-	-	-	**260,265**	321,965	61,700
4700	Food Services	-	16,747	16,747	16,747	16,747	16,747	16,747	16,747	16,747	16,747	16,747	16,747	-	**184,215**	102,525	(81,690)
		21,955	90,755	90,755	90,755	90,755	90,461	38,408	38,408	38,408	38,408	38,408	38,408	-	**705,883**	**582,490**	**(123,393)**
Subagreement Services																	
5102	Special Education	-	7,461	7,461	7,461	7,461	7,461	7,461	7,461	7,461	7,461	7,461	7,461	-	**82,074**	44,600	(37,474)
5104	Transportation	-	3,279	3,279	3,279	3,279	3,279	3,279	3,279	3,279	3,279	3,279	3,279	-	**36,068**	19,600	(16,468)
5105	Security	-	2,978	2,978	2,978	2,978	2,978	2,978	2,978	2,978	2,978	2,978	2,978	-	**32,756**	17,800	(14,956)
5106	Other Educational Consultants	-	-	21,361	21,361	21,361	21,361	21,361	21,361	21,361	21,361	21,361	21,361	-	**213,612**	145,100	(68,512)
		-	13,718	35,079	35,079	35,079	35,079	35,079	35,079	35,079	35,079	35,079	35,079	-	**364,510**	**227,100**	**(137,410)**

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY27-28

Revised 9/1/25

ADA = 505.20

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Operations and Housekeeping																	
5201	Auto and Travel	-	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	-	**24,659**	13,400	(11,259)
5300	Dues & Memberships	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	-	**16,010**	8,700	(7,310)
5400	Insurance	6,367	6,367	6,367	6,367	6,367	6,367	6,367	6,367	6,367	6,367	6,367	6,367	-	**76,406**	51,900	(24,506)
5501	Utilities	7,263	7,263	7,263	7,263	7,263	7,263	7,263	7,263	7,263	7,263	7,263	7,263	-	**87,153**	59,200	(27,953)
5502	Janitorial Services	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	-	**23,849**	16,200	(7,649)
5900	Communications	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	-	**33,860**	23,000	(10,860)
5901	Postage and Shipping	-	-	423	423	423	423	423	423	423	423	423	423	-	**4,233**	2,300	(1,933)
		19,773	22,015	22,438	22,438	22,438	22,438	22,438	22,438	22,438	22,438	22,438	22,438	-	**266,169**	**174,700**	**(91,469)**
Facilities, Repairs and Other Leases																	
5601	Rent	61,100	61,100	61,100	61,100	61,100	61,100	61,100	61,100	61,100	61,100	61,100	61,100	-	**733,200**	564,000	(169,200)
5602	Additional Rent	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	-	**23,003**	12,500	(10,503)
5603	Equipment Leases	4,202	4,202	4,202	4,202	4,202	4,202	4,202	4,202	4,202	4,202	4,202	4,202	-	**50,422**	27,400	(23,022)
5604	Other Leases	353	353	353	353	353	353	353	353	353	353	353	353	-	**4,233**	2,300	(1,933)
5610	Repairs and Maintenance	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	-	**36,252**	19,700	(16,552)
		70,592	70,592	70,592	70,592	70,592	70,592	70,592	70,592	70,592	70,592	70,592	70,592	-	**847,109**	**625,900**	**(221,209)**
Professional/Consulting Services																	
5801	IT	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	3,021	-	**36,252**	19,700	(16,552)
5802	Audit & Taxes	-	-	-	7,533	7,533	7,533	-	-	-	-	-	-	-	**22,598**	22,000	(598)
5803	Legal	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	1,892	-	**22,701**	22,100	(601)
5804	Professional Development	-	-	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	-	**29,628**	16,100	(13,528)
5805	General Consulting	-	-	6,698	6,698	6,698	6,698	6,698	6,698	6,698	6,698	6,698	6,698	-	**66,984**	36,400	(30,584)
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	21,347	21,347	21,347	-	-	-	**64,040**	34,800	(29,240)
5808	Printing	-	-	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	-	**20,426**	11,100	(9,326)
5809	Other taxes and fees	-	-	1,454	1,454	1,454	1,454	1,454	1,454	1,454	1,454	1,454	1,454	-	**14,538**	7,900	(6,638)
5810	Payroll Service Fee	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	-	**21,420**	11,640	(9,780)
5811	Management Fee	118,111	118,111	118,111	118,111	118,111	118,111	118,111	118,111	118,111	118,111	118,111	118,111	-	**1,417,337**	780,316	(637,021)
5812	District Oversight Fee	-	2,360	2,360	18,211	4,248	4,248	11,113	4,248	7,610	8,086	7,610	7,610	7,863	**85,567**	46,237	(39,330)
5815	Public Relations/Recruitment	-	-	781	781	781	781	781	781	781	781	781	781	-	**7,807**	7,600	(207)
		124,809	127,169	141,107	164,491	150,528	150,528	149,861	164,342	167,704	168,180	146,358	146,358	7,863	**1,809,298**	**1,015,893**	**(793,405)**
Depreciation																	
6900	Depreciation Expense	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	-	**28,967**	14,100	(14,867)
		2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	-	**28,967**	**14,100**	**(14,867)**
Interest																	
7438	Interest Expense	4,083	7,875	11,667	5,542	5,542	7,583	583	3,500	3,500	1,458	1,458	1,458	-	**54,249**	58,042	3,793
		4,083	7,875	11,667	5,542	5,542	7,583	583	3,500	3,500	1,458	1,458	1,458	-	**54,249**	**58,042**	**3,793**
Total Expenses		**367,297**	**904,765**	**944,280**	**961,539**	**947,576**	**949,323**	**897,344**	**912,807**	**912,298**	**908,796**	**886,974**	**886,974**	**7,863**	**10,487,835**	**6,377,853**	**(4,109,982)**
Monthly Surplus (Deficit)		**(367,297)**	**(645,435)**	**(631,311)**	**1,140,487**	**(168,131)**	**(413,513)**	**792,908**	**(427,591)**	**(46,435)**	**337,553**	**61,625**	**(65,540)**	**1,399,341**	**966,660**	**617,944**	**348,717**
Cash Flow Adjustments																	
	Monthly Surplus (Deficit)	(367,297)	(645,435)	(631,311)	1,140,487	(168,131)	(413,513)	792,908	(427,591)	(46,435)	337,553	61,625	(65,540)	1,399,341	**966,660**		
	Cash flows from operating activities																
	Depreciation/Amortization	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	2,414	-	**28,967**		
	Public Funding Receivables	444,635	-	1,650	-	97,819	76,986	401,422	-	-	-	-	-	(1,407,203)	**(384,693)**		
	Accounts Payable	(4,252)	-	-	-	-	-	-	-	-	-	-	-	7,863	**3,611**		
	Cash flows from investing activities																
	Purchases of Prop. And Equip.	(40,000)	(40,000)	(40,000)	(40,000)	-	-	-	-	-	-	-	-	-	**(160,000)**		
	Cash flows from financing activities																
	Line of Credit Draw	-	650,000	650,000	-	-	350,000	-	500,000	-	-	-	-	-	**2,150,000**		
	Line of Credit Paydown	-	-	-	(1,050,000)	-	-	(1,200,000)	-	-	(350,000)	-	-	-	**(2,600,000)**		
	Total Change in Cash	35,500	(33,021)	(17,247)	52,901	(67,899)	15,886	(3,257)	74,823	(44,021)	(10,033)	64,039	(63,126)				
	Cash, Beginning of Month	233,784	269,285	236,263	219,016	271,917	204,018	219,905	216,648	291,471	247,450	237,417	301,456				
Cash, End of Month		**269,285**	**236,263**	**219,016**	**271,917**	**204,018**	**219,905**	**216,648**	**291,471**	**247,450**	**237,417**	**301,456**	**238,330**				

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY28-29

Revised 9/1/25

ADA = 954.00

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															**ADA =**	**505.20**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	436,515	436,515	2,949,432	785,727	785,727	1,838,341	785,727	1,693,596	1,693,596	1,693,596	1,693,596	1,693,596	**16,485,965**	8,455,665	8,030,300
8012 Education Protection Account	-	-	-	14,100	-	-	14,100	-	-	47,580	-	-	115,020	**190,800**	101,040	89,760
	-	436,515	436,515	2,963,532	785,727	785,727	1,852,441	785,727	1,693,596	1,741,176	1,693,596	1,693,596	1,808,616	**16,676,765**	**8,556,705**	**8,120,060**
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	84,976	**84,976**	45,000	39,976
8220 Federal Child Nutrition	-	-	15,842	15,842	31,685	31,685	31,685	31,685	31,685	31,685	31,685	31,685	31,685	**316,848**	167,790	149,058
8290 Title I, Part A - Basic Low Income	-	-	75,384	-	-	75,384	-	-	75,384	-	-	-	75,384	**301,535**	159,681	141,854
8291 Title II, Part A - Teacher Quality	-	-	8,513	-	-	8,513	-	-	8,513	-	-	-	8,513	**34,053**	18,033	16,020
8296 Other Federal Revenue	-	-	-	369,440	-	-	369,440	-	-	369,440	-	-	369,440	**1,477,762**	918,763	558,999
	-	-	99,739	385,283	31,685	115,582	401,125	31,685	115,582	401,125	31,685	31,685	569,999	**2,215,174**	**1,309,267**	**905,908**
Other State Revenue																
8311 State Special Education	-	45,523	45,523	81,942	81,942	81,942	81,942	81,942	81,942	81,942	81,942	81,942	81,942	**910,465**	466,698	443,767
8520 Child Nutrition	-	-	1,602	1,602	3,204	3,204	3,204	3,204	3,204	3,204	3,204	3,204	3,204	**32,043**	16,425	15,618
8545 School Facilities (SB740)	-	-	-	-	-	-	449,966	-	-	-	224,983	-	224,983	**899,933**	508,658	
8550 Mandated Cost	-	-	-	-	-	6,165	-	-	-	-	-	-	10,372	**16,536**	6,165	10,372
8560 State Lottery	-	-	-	-	-	-	65,111	-	-	65,111	-	-	130,221	**260,442**	137,920	122,522
8599 Other State Revenue	-	-	-	-	415,092	-	-	-	-	159,651	-	-	63,860	**638,604**	452,659	185,944
	-	45,523	47,125	83,544	500,239	91,311	600,223	85,146	85,146	309,908	310,129	85,146	514,583	**2,758,023**	1,588,524	778,224
Other Local Revenue																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	**-**	**482,038**	**583,380**	**3,432,359**	**1,317,651**	**992,620**	**2,853,789**	**902,558**	**1,894,324**	**2,452,209**	**2,035,410**	**1,810,427**	**2,893,197**	**21,649,962**	**11,454,496**	**10,195,467**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	314,689	314,689	314,689	314,689	314,689	314,689	314,689	314,689	314,689	314,689	314,689	-	**3,461,574**	1,745,750	(1,715,823)
1175 Teachers' Extra Duty/Stipends	-	15,734	15,734	15,734	15,734	15,734	15,734	15,734	15,734	15,734	15,734	15,734	-	**173,079**	87,288	(85,791)
1200 Pupil Support Salaries	-	80,962	80,962	80,962	80,962	80,962	80,962	80,962	80,962	80,962	80,962	80,962	-	**890,577**	477,009	(413,568)
1300 Administrators' Salaries	67,591	67,591	67,591	67,591	67,591	67,591	67,591	67,591	67,591	67,591	67,591	67,591	-	**811,098**	424,296	(386,802)
	67,591	478,976	478,976	478,976	478,976	478,976	478,976	478,976	478,976	478,976	478,976	478,976	-	**5,336,327**	**2,734,342**	**(2,601,985)**
Classified Salaries																
2100 Instructional Salaries	-	233,343	233,343	233,343	233,343	233,343	233,343	233,343	233,343	233,343	233,343	233,343	-	**2,566,778**	1,273,695	(1,293,083)
2200 Support Salaries	-	84,818	84,818	84,818	84,818	84,818	84,818	84,818	84,818	84,818	84,818	84,818	-	**932,994**	453,832	(479,162)
2300 Classified Administrators'	13,896	13,896	13,896	13,896	13,896	13,896	13,896	13,896	13,896	13,896	13,896	13,896	-	**166,746**	80,748	(85,998)
2400 Clerical and Office Staff Salaries	47,289	47,289	47,289	47,289	47,289	47,289	47,289	47,289	47,289	47,289	47,289	47,289	-	**567,472**	297,215	(270,257)
2900 Other Classified Salaries	-	23,965	23,965	23,965	23,965	23,965	23,965	23,965	23,965	23,965	23,965	23,965	-	**263,617**	146,251	(117,366)
	61,185	403,311	403,311	403,311	403,311	403,311	403,311	403,311	403,311	403,311	403,311	403,311	-	**4,497,608**	**2,251,741**	**(2,245,867)**
Benefits																
3101 STRS	14,555	91,335	91,335	91,335	91,335	91,335	91,335	91,335	91,335	91,335	91,335	91,335	-	**1,019,239**	522,259	(496,979)
3301 OASDI	1,900	25,177	25,177	25,177	25,177	25,177	25,177	25,177	25,177	25,177	25,177	25,177	-	**278,852**	139,608	(139,244)
3311 Medicare	1,524	12,824	12,824	12,824	12,824	12,824	12,824	12,824	12,824	12,824	12,824	12,824	-	**142,592**	72,298	(70,294)
3401 Health and Welfare	88,187	88,187	88,187	88,187	88,187	88,187	88,187	88,187	88,187	88,187	88,187	88,187	-	**1,058,248**	533,025	(525,223)
3501 State Unemployment	3,700	3,700	3,700	3,700	3,700	3,700	18,498	14,798	7,399	3,700	3,700	3,700	-	**73,990**	38,710	(35,280)
3601 Workers' Compensation	1,471	12,382	12,382	12,382	12,382	12,382	12,382	12,382	12,382	12,382	12,382	12,382	-	**137,675**	69,805	(67,870)
3901 Other Benefits	1,051	8,844	8,844	8,844	8,844	8,844	8,844	8,844	8,844	8,844	8,844	8,844	-	**98,339**	49,861	(48,479)
	112,387	242,450	242,450	242,450	242,450	242,450	257,248	253,549	246,150	242,450	242,450	242,450	-	**2,808,934**	**1,425,566**	**(1,383,368)**
Books and Supplies																
4200 Books and Other Materials	572	572	572	572	572	-	-	-	-	-	-	-	-	**2,858**	1,472	(1,385)
4302 School Supplies	17,046	17,046	17,046	17,046	17,046	17,046	17,046	17,046	17,046	17,046	17,046	17,046	-	**204,555**	117,093	(87,462)
4305 Software	10,507	10,507	10,507	10,507	10,507	10,507	10,507	10,507	10,507	10,507	10,507	10,507	-	**126,090**	64,960	(61,130)
4310 Office Expense	8,458	8,458	8,458	8,458	8,458	8,458	8,458	8,458	8,458	8,458	8,458	8,458	-	**101,500**	65,365	(36,136)
4311 Business Meals	2,024	2,024	2,024	2,024	2,024	2,024	2,024	2,024	2,024	2,024	2,024	2,024	-	**24,289**	12,513	(11,776)
4400 Noncapitalized Equipment	-	106,537	106,537	106,537	106,537	106,537	-	-	-	-	-	-	-	**532,685**	260,265	(272,420)
4700 Food Services	-	31,717	31,717	31,717	31,717	31,717	31,717	31,717	31,717	31,717	31,717	31,717	-	**348,891**	184,215	(164,676)
	38,608	176,862	176,862	176,862	176,862	176,291	69,754	69,754	69,754	69,754	69,754	69,754	-	**1,340,868**	**705,883**	**(634,985)**
Subagreement Services																
5102 Special Education	-	11,586	11,586	11,586	11,586	11,586	11,586	11,586	11,586	11,586	11,586	11,586	-	**127,447**	82,074	(45,373)
5104 Transportation	-	6,365	6,365	6,365	6,365	6,365	6,365	6,365	6,365	6,365	6,365	6,365	-	**70,010**	36,068	(33,942)
5105 Security	-	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	-	**63,581**	32,756	(30,825)
5106 Other Educational Consultants	-	-	33,171	33,171	33,171	33,171	33,171	33,171	33,171	33,171	33,171	33,171	-	**331,705**	213,612	(118,093)
	-	23,731	56,901	56,901	56,901	56,901	56,901	56,901	56,901	56,901	56,901	56,901	-	**592,743**	**364,510**	**(228,233)**

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY28-29

Revised 9/1/25

ADA = 954.00

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Operations and Housekeeping																
5201 Auto and Travel	-	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	-	**47,864**	24,659	(23,205)
5300 Dues & Memberships	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	2,590	-	**31,076**	16,010	(15,066)
5400 Insurance	10,692	10,692	10,692	10,692	10,692	10,692	10,692	10,692	10,692	10,692	10,692	10,692	-	**128,306**	76,406	(51,900)
5501 Utilities	12,196	12,196	12,196	12,196	12,196	12,196	12,196	12,196	12,196	12,196	12,196	12,196	-	**146,353**	87,153	(59,200)
5502 Janitorial Services	3,337	3,337	3,337	3,337	3,337	3,337	3,337	3,337	3,337	3,337	3,337	3,337	-	**40,049**	23,849	(16,200)
5900 Communications	4,738	4,738	4,738	4,738	4,738	4,738	4,738	4,738	4,738	4,738	4,738	4,738	-	**56,860**	33,860	(23,000)
5901 Postage and Shipping	-	-	822	822	822	822	822	822	822	822	822	822	-	**8,215**	4,233	(3,983)
	33,554	37,905	38,726	38,726	38,726	38,726	38,726	38,726	38,726	38,726	38,726	38,726	-	**458,723**	**266,169**	**(192,554)**
Facilities, Repairs and Other Leases																
5601 Rent	108,100	108,100	108,100	108,100	108,100	108,100	108,100	108,100	108,100	108,100	108,100	108,100	-	**1,297,200**	733,200	(564,000)
5602 Additional Rent	3,721	3,721	3,721	3,721	3,721	3,721	3,721	3,721	3,721	3,721	3,721	3,721	-	**44,649**	23,003	(21,647)
5603 Equipment Leases	8,156	8,156	8,156	8,156	8,156	8,156	8,156	8,156	8,156	8,156	8,156	8,156	-	**97,871**	50,422	(47,449)
5604 Other Leases	685	685	685	685	685	685	685	685	685	685	685	685	-	**8,215**	4,233	(3,983)
5610 Repairs and Maintenance	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	-	**70,367**	36,252	(34,115)
	126,525	126,525	126,525	126,525	126,525	126,525	126,525	126,525	126,525	126,525	126,525	126,525	-	**1,518,304**	**847,109**	**(671,194)**
Professional/Consulting Services																
5801 IT	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	-	**70,367**	36,252	(34,115)
5802 Audit & Taxes	-	-	-	7,743	7,743	7,743	-	-	-	-	-	-	-	**23,229**	22,598	(630)
5803 Legal	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	1,945	-	**23,334**	22,701	(633)
5804 Professional Development	-	-	5,751	5,751	5,751	5,751	5,751	5,751	5,751	5,751	5,751	5,751	-	**57,508**	29,628	(27,881)
5805 General Consulting	-	-	13,002	13,002	13,002	13,002	13,002	13,002	13,002	13,002	13,002	13,002	-	**130,019**	66,984	(63,035)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	41,435	41,435	41,435	-	-	-	**124,304**	64,040	(60,264)
5808 Printing	-	-	3,965	3,965	3,965	3,965	3,965	3,965	3,965	3,965	3,965	3,965	-	**39,649**	20,426	(19,222)
5809 Other taxes and fees	-	-	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	2,822	-	**28,218**	14,538	(13,681)
5810 Payroll Service Fee	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	-	**41,577**	21,420	(20,157)
5811 Management Fee	229,116	229,116	229,116	229,116	229,116	229,116	229,116	229,116	229,116	229,116	229,116	229,116	-	**2,749,396**	1,417,337	(1,332,059)
5812 District Oversight Fee	-	4,365	4,365	29,635	7,857	7,857	18,524	7,857	16,936	17,412	16,936	16,936	18,086	**166,768**	85,567	(81,201)
5815 Public Relations/Recruitment	-	-	802	802	802	802	802	802	802	802	802	802	-	**8,025**	7,807	(218)
	240,390	244,755	271,097	304,110	282,332	282,332	285,256	316,023	325,102	325,578	283,667	283,667	18,086	**3,462,395**	**1,809,298**	**(1,653,097)**
Depreciation																
6900 Depreciation Expense	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	-	**44,663**	28,967	(15,696)
	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	-	**44,663**	**28,967**	**(15,696)**
Interest																
7438 Interest Expense	1,458	7,875	15,167	6,417	9,333	14,000	5,250	9,917	9,042	5,542	2,917	2,333	-	**89,251**	54,249	(35,002)
	1,458	7,875	15,167	6,417	9,333	14,000	5,250	9,917	9,042	5,542	2,917	2,333	-	**89,251**	**54,249**	**(35,002)**
Total Expenses	**685,420**	**1,746,112**	**1,813,738**	**1,838,001**	**1,819,139**	**1,823,234**	**1,725,670**	**1,757,405**	**1,758,209**	**1,751,486**	**1,706,950**	**1,706,366**	**18,086**	**20,149,816**	**10,487,835**	**(9,661,981)**
Monthly Surplus (Deficit)	**(685,420)**	**(1,264,074)**	**(1,230,358)**	**1,594,358**	**(501,488)**	**(830,615)**	**1,128,119**	**(854,846)**	**136,115**	**700,723**	**328,460**	**104,061**	**2,875,111**	**1,500,146**	**966,660**	**533,486**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(685,420)	(1,264,074)	(1,230,358)	1,594,358	(501,488)	(830,615)	1,128,119	(854,846)	136,115	700,723	328,460	104,061	2,875,111	**1,500,146**		
Cash flows from operating activities																
Depreciation/Amortization	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	3,722	-	**44,663**		
Public Funding Receivables	804,691	127,164	68,960	-	-	-	406,388	-	-	-	-	-	(2,893,197)	**(1,485,994)**		
Accounts Payable	(7,863)	-	-	-	-	-	-	-	-	-	-	-	18,086	**10,223**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(60,000)	(60,000)	(60,000)	(60,000)	-	-	-	-	-	-	-	-	-	**(240,000)**		
Cash flows from financing activities																
Line of Credit Draw	-	1,100,000	1,250,000	-	500,000	800,000	-	800,000	-	-	-	-	-	**4,450,000**		
Line of Credit Paydown	-	-	-	(1,500,000)	-	-	(1,500,000)	-	(150,000)	(600,000)	(450,000)	(100,000)	-	**(4,300,000)**		
Total Change in Cash	55,131	(93,187)	32,324	38,080	2,234	(26,893)	38,229	(51,124)	(10,163)	104,445	(117,818)	7,783				
Cash, Beginning of Month	238,330	293,461	200,274	232,597	270,678	272,911	246,018	284,247	233,123	222,959	327,405	209,586				
Cash, End of Month	**293,461**	**200,274**	**232,597**	**270,678**	**272,911**	**246,018**	**284,247**	**233,123**	**222,959**	**327,405**	**209,586**	**217,369**				

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY29-30

Revised 9/1/25

CHARTER IMPACT

ADA = 1344.00

	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															ADA = 954.00	
State Aid - Revenue Limit																
8011 LCFF State Aid	-	848,677	848,677	4,002,181	1,527,619	1,527,619	2,731,460	1,527,619	2,179,713	2,179,713	2,179,713	2,179,713	2,179,713	**23,912,421**	16,485,965	7,426,456
8012 Education Protection Account	-	-	-	14,100	-	-	14,100	-	-	47,580	-	-	193,020	**268,800**	190,800	78,000
	-	848,677	848,677	4,016,281	1,527,619	1,527,619	2,745,560	1,527,619	2,179,713	2,227,293	2,179,713	2,179,713	2,372,733	**24,181,221**	**16,676,765**	**7,504,456**
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	63,396	**63,396**	84,976	(21,580)
8220 Federal Child Nutrition	-	-	22,319	22,319	44,638	44,638	44,638	44,638	44,638	44,638	44,638	44,638	44,638	**446,377**	316,848	129,529
8290 Title I, Part A - Basic Low Income	-	-	106,201	-	-	106,201	-	-	106,201	-	-	-	106,201	**424,805**	301,535	123,269
8291 Title II, Part A - Teacher Quality	-	-	11,993	-	-	11,993	-	-	11,993	-	-	-	11,993	**47,974**	34,053	13,921
8296 Other Federal Revenue	-	-	-	211,570	-	-	211,570	-	-	211,570	-	-	211,570	**846,282**	1,477,762	(631,480)
	-	-	140,513	233,889	44,638	162,832	256,208	44,638	162,832	256,208	44,638	44,638	437,799	**1,828,834**	**2,215,174**	**(386,341)**
Other State Revenue																
8311 State Special Education	-	66,211	66,211	119,180	119,180	119,180	119,180	119,180	119,180	119,180	119,180	119,180	119,180	**1,324,227**	910,465	413,761
8520 Child Nutrition	-	-	2,330	2,330	4,660	4,660	4,660	4,660	4,660	4,660	4,660	4,660	4,660	**46,605**	32,043	14,562
8545 School Facilities (SB740)	-	-	-	-	-	-	508,658	-	-	-	254,329	-	254,329	**1,017,315**	899,933	
8550 Mandated Cost	-	-	-	-	-	6,165	-	-	-	-	-	-	26,620	**32,785**	16,536	16,248
8560 State Lottery	-	-	-	-	-	-	91,728	-	-	91,728	-	-	183,456	**366,912**	260,442	106,470
8599 Other State Revenue	-	-	-	-	800,490	-	-	-	-	307,881	-	-	123,152	**1,231,523**	638,604	592,920
	-	66,211	68,542	121,511	924,331	130,005	724,226	123,841	123,841	523,450	378,170	123,841	711,398	**4,019,366**	2,758,023	1,143,961
Other Local Revenue																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	**-**	**914,889**	**1,057,732**	**4,371,681**	**2,496,588**	**1,820,457**	**3,725,995**	**1,696,098**	**2,466,386**	**3,006,951**	**2,602,521**	**2,348,192**	**3,521,930**	**30,029,421**	**21,649,962**	**8,379,459**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	458,955	458,955	458,955	458,955	458,955	458,955	458,955	458,955	458,955	458,955	458,955	-	**5,048,506**	3,461,574	(1,586,932)
1175 Teachers' Extra Duty/Stipends	-	22,948	22,948	22,948	22,948	22,948	22,948	22,948	22,948	22,948	22,948	22,948	-	**252,425**	173,079	(79,347)
1200 Pupil Support Salaries	-	106,393	106,393	106,393	106,393	106,393	106,393	106,393	106,393	106,393	106,393	106,393	-	**1,170,324**	890,577	(279,747)
1300 Administrators' Salaries	101,727	101,727	101,727	101,727	101,727	101,727	101,727	101,727	101,727	101,727	101,727	101,727	-	**1,220,726**	811,098	(409,629)
	101,727	690,023	690,023	690,023	690,023	690,023	690,023	690,023	690,023	690,023	690,023	690,023	-	**7,691,981**	**5,336,327**	**(2,355,654)**
Classified Salaries																
2100 Instructional Salaries	-	299,095	299,095	299,095	299,095	299,095	299,095	299,095	299,095	299,095	299,095	299,095	-	**3,290,040**	2,566,778	(723,262)
2200 Support Salaries	-	125,942	125,942	125,942	125,942	125,942	125,942	125,942	125,942	125,942	125,942	125,942	-	**1,385,358**	932,994	(452,364)
2300 Classified Administrators'	21,451	21,451	21,451	21,451	21,451	21,451	21,451	21,451	21,451	21,451	21,451	21,451	-	**257,414**	166,746	(90,668)
2400 Clerical and Office Staff Salaries	64,702	64,702	64,702	64,702	64,702	64,702	64,702	64,702	64,702	64,702	64,702	64,702	-	**776,427**	567,472	(208,955)
2900 Other Classified Salaries	-	35,263	35,263	35,263	35,263	35,263	35,263	35,263	35,263	35,263	35,263	35,263	-	**387,894**	263,617	(124,277)
	86,153	546,453	546,453	546,453	546,453	546,453	546,453	546,453	546,453	546,453	546,453	546,453	-	**6,097,133**	**4,497,608**	**(1,599,525)**
Benefits																
3101 STRS	20,979	131,654	131,654	131,654	131,654	131,654	131,654	131,654	131,654	131,654	131,654	131,654	-	**1,469,168**	1,019,239	(449,930)
3301 OASDI	2,576	34,131	34,131	34,131	34,131	34,131	34,131	34,131	34,131	34,131	34,131	34,131	-	**378,022**	278,852	(99,171)
3311 Medicare	2,137	17,982	17,982	17,982	17,982	17,982	17,982	17,982	17,982	17,982	17,982	17,982	-	**199,942**	142,592	(57,350)
3401 Health and Welfare	122,249	122,249	122,249	122,249	122,249	122,249	122,249	122,249	122,249	122,249	122,249	122,249	-	**1,466,986**	1,058,248	(408,738)
3501 State Unemployment	4,998	4,998	4,998	4,998	4,998	4,998	24,990	19,992	9,996	4,998	4,998	4,998	-	**99,960**	73,990	(25,970)
3601 Workers' Compensation	2,063	17,362	17,362	17,362	17,362	17,362	17,362	17,362	17,362	17,362	17,362	17,362	-	**193,048**	137,675	(55,373)
3901 Other Benefits	1,473	12,402	12,402	12,402	12,402	12,402	12,402	12,402	12,402	12,402	12,402	12,402	-	**137,891**	98,339	(39,552)
	156,475	340,778	340,778	340,778	340,778	340,778	360,770	355,772	345,776	340,778	340,778	340,778	-	**3,945,018**	**2,808,934**	**(1,136,083)**
Books and Supplies																
4200 Books and Other Materials	829	829	829	829	829	-	-	-	-	-	-	-	-	**4,147**	2,858	(1,289)
4302 School Supplies	22,262	22,262	22,262	22,262	22,262	22,262	22,262	22,262	22,262	22,262	22,262	22,262	-	**267,141**	204,555	(62,586)
4305 Software	15,247	15,247	15,247	15,247	15,247	15,247	15,247	15,247	15,247	15,247	15,247	15,247	-	**182,965**	126,090	(56,875)
4310 Office Expense	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	9,819	-	**117,827**	101,500	(16,327)
4311 Business Meals	2,937	2,937	2,937	2,937	2,937	2,937	2,937	2,937	2,937	2,937	2,937	2,937	-	**35,245**	24,289	(10,956)
4400 Noncapitalized Equipment	-	96,149	96,149	96,149	96,149	96,149	-	-	-	-	-	-	-	**480,745**	532,685	51,940
4700 Food Services	-	44,817	44,817	44,817	44,817	44,817	44,817	44,817	44,817	44,817	44,817	44,817	-	**492,982**	348,891	(144,091)
	51,094	192,060	192,060	192,060	192,060	191,230	95,081	95,081	95,081	95,081	95,081	95,081	-	**1,581,052**	**1,340,868**	**(240,184)**
Subagreement Services																
5102 Special Education	-	13,450	13,450	13,450	13,450	13,450	13,450	13,450	13,450	13,450	13,450	13,450	-	**147,948**	127,447	(20,501)
5104 Transportation	-	9,235	9,235	9,235	9,235	9,235	9,235	9,235	9,235	9,235	9,235	9,235	-	**101,590**	70,010	(31,579)
5105 Security	-	8,387	8,387	8,387	8,387	8,387	8,387	8,387	8,387	8,387	8,387	8,387	-	**92,260**	63,581	(28,679)
5106 Other Educational Consultants	-	-	38,506	38,506	38,506	38,506	38,506	38,506	38,506	38,506	38,506	38,506	-	**385,062**	331,705	(53,357)
	-	31,072	69,579	69,579	69,579	69,579	69,579	69,579	69,579	69,579	69,579	69,579	-	**726,859**	**592,743**	**(134,116)**

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY29-30

Revised 9/1/25

CHARTER IMPACT

ADA = 1344.00

	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Operations and Housekeeping																
5201 Auto and Travel	-	6,314	6,314	6,314	6,314	6,314	6,314	6,314	6,314	6,314	6,314	6,314	-	**69,454**	47,864	(21,590)
5300 Dues & Memberships	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	-	**45,093**	31,076	(14,017)
5400 Insurance	12,734	12,734	12,734	12,734	12,734	12,734	12,734	12,734	12,734	12,734	12,734	12,734	-	**152,812**	128,306	(24,506)
5501 Utilities	14,525	14,525	14,525	14,525	14,525	14,525	14,525	14,525	14,525	14,525	14,525	14,525	-	**174,305**	146,353	(27,953)
5502 Janitorial Services	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	-	**47,698**	40,049	(7,649)
5900 Communications	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	-	**67,720**	56,860	(10,860)
5901 Postage and Shipping	-	-	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	-	**11,921**	8,215	(3,706)
	40,636	46,950	48,142	48,142	48,142	48,142	48,142	48,142	48,142	48,142	48,142	48,142	-	**569,004**	**458,723**	**(110,281)**
Facilities, Repairs and Other Leases																
5601 Rent	122,200	122,200	122,200	122,200	122,200	122,200	122,200	122,200	122,200	122,200	122,200	122,200	-	**1,466,400**	1,297,200	(169,200)
5602 Additional Rent	5,399	5,399	5,399	5,399	5,399	5,399	5,399	5,399	5,399	5,399	5,399	5,399	-	**64,789**	44,649	(20,140)
5603 Equipment Leases	11,835	11,835	11,835	11,835	11,835	11,835	11,835	11,835	11,835	11,835	11,835	11,835	-	**142,018**	97,871	(44,147)
5604 Other Leases	993	993	993	993	993	993	993	993	993	993	993	993	-	**11,921**	8,215	(3,706)
5610 Repairs and Maintenance	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	-	**102,108**	70,367	(31,741)
	148,936	148,936	148,936	148,936	148,936	148,936	148,936	148,936	148,936	148,936	148,936	148,936	-	**1,787,237**	**1,518,304**	**(268,933)**
Professional/Consulting Services																
5801 IT	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	-	**102,108**	70,367	(31,741)
5802 Audit & Taxes	-	-	-	7,975	7,975	7,975	-	-	-	-	-	-	-	**23,926**	23,229	(697)
5803 Legal	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	-	**24,035**	23,334	(700)
5804 Professional Development	-	-	8,345	8,345	8,345	8,345	8,345	8,345	8,345	8,345	8,345	8,345	-	**83,449**	57,508	(25,940)
5805 General Consulting	-	-	18,867	18,867	18,867	18,867	18,867	18,867	18,867	18,867	18,867	18,867	-	**188,666**	130,019	(58,648)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	60,124	60,124	60,124	-	-	-	**180,373**	124,304	(56,070)
5808 Printing	-	-	5,753	5,753	5,753	5,753	5,753	5,753	5,753	5,753	5,753	5,753	-	**57,533**	39,649	(17,884)
5809 Other taxes and fees	-	-	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	-	**40,947**	28,218	(12,728)
5810 Payroll Service Fee	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	-	**60,332**	41,577	(18,754)
5811 Management Fee	330,107	330,107	330,107	330,107	330,107	330,107	330,107	330,107	330,107	330,107	330,107	330,107	-	**3,961,286**	2,749,396	(1,211,889)
5812 District Oversight Fee	-	8,487	8,487	40,163	15,276	15,276	27,456	15,276	21,797	22,273	21,797	21,797	23,727	**241,812**	166,768	(75,045)
5815 Public Relations/Recruitment	-	-	827	827	827	827	827	827	827	827	827	827	-	**8,265**	8,025	(241)
	345,647	354,133	392,019	431,671	406,784	406,784	410,988	458,933	465,454	465,930	405,330	405,330	23,727	**4,972,731**	**3,462,395**	**(1,510,337)**
Depreciation																
6900 Depreciation Expense	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	-	**61,337**	44,663	(16,674)
	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	-	**61,337**	**44,663**	**(16,674)**
Interest																
7438 Interest Expense	-	5,250	12,833	2,625	2,042	5,542	-	-	-	-	-	-	-	**28,292**	89,251	60,959
	-	5,250	12,833	2,625	2,042	5,542	-	-	-	-	-	-	-	**28,292**	**89,251**	**60,959**
Total Expenses	**935,780**	**2,360,767**	**2,445,934**	**2,475,378**	**2,449,908**	**2,452,579**	**2,375,084**	**2,418,031**	**2,414,556**	**2,410,034**	**2,349,433**	**2,349,433**	**23,727**	**27,460,644**	**20,149,816**	**(7,310,828)**
Monthly Surplus (Deficit)	**(935,780)**	**(1,445,878)**	**(1,388,202)**	**1,896,304**	**46,680**	**(632,122)**	**1,350,911**	**(721,933)**	**51,831**	**596,917**	**253,087**	**(1,242)**	**3,498,203**	**2,568,777**	**1,500,146**	**1,068,631**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(935,780)	(1,445,878)	(1,388,202)	1,896,304	46,680	(632,122)	1,350,911	(721,933)	51,831	596,917	253,087	(1,242)	3,498,203	**2,568,777**		
Cash flows from operating activities																
Depreciation/Amortization	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	5,111	-	**61,337**		
Public Funding Receivables	1,843,505	224,983	130,221	-	-	-	694,488	-	-	-	-	-	(3,521,930)	**(628,733)**		
Accounts Payable	(18,086)	-	-	-	-	-	-	-	-	-	-	-	23,727	**5,641**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(80,000)	(80,000)	(80,000)	(80,000)	-	-	-	-	-	-	-	-	-	**(320,000)**		
Cash flows from financing activities																
Line of Credit Draw	-	900,000	1,300,000	-	-	600,000	-	-	-	-	-	-	-	**2,800,000**		
Line of Credit Paydown	(400,000)	-	-	(1,750,000)	(100,000)	-	(950,000)	-	-	-	-	-	-	**(3,200,000)**		
Total Change in Cash	414,750	(395,784)	(32,869)	71,415	(48,208)	(27,010)	1,100,510	(716,822)	56,942	602,029	258,199	3,870				
Cash, Beginning of Month	217,369	632,119	236,335	203,466	274,881	226,672	199,662	1,300,173	583,351	640,293	1,242,322	1,500,521				
Cash, End of Month	**632,119**	**236,335**	**203,466**	**274,881**	**226,672**	**199,662**	**1,300,173**	**583,351**	**640,293**	**1,242,322**	**1,500,521**	**1,504,390**				

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY30-31

Revised 9/1/25

CHARTER IMPACT

ADA = 1959.60	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
															ADA = 1344.00	
Revenues																
State Aid - Revenue Limit																
8011 LCFF State Aid	-	1,235,696	1,235,696	5,661,474	2,224,253	2,224,253	3,896,415	2,224,253	3,466,348	3,466,348	3,466,348	3,466,348	3,466,348	**36,033,781**	23,912,421	12,121,360
8012 Education Protection Account	-	-	-	14,100	-	-	14,100	-	-	47,580	-	-	316,140	**391,920**	268,800	123,120
	-	1,235,696	1,235,696	5,675,574	2,224,253	2,224,253	3,910,515	2,224,253	3,466,348	3,513,928	3,466,348	3,466,348	3,782,488	**36,425,701**	**24,181,221**	**12,244,480**
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	65,612	**65,612**	63,396	2,215
8220 Federal Child Nutrition	-	-	32,542	32,542	65,083	65,083	65,083	65,083	65,083	65,083	65,083	65,083	65,083	**650,834**	446,377	204,457
8290 Title I, Part A - Basic Low Income	-	-	154,845	-	-	154,845	-	-	154,845	-	-	-	154,845	**619,380**	424,805	194,576
8291 Title II, Part A - Teacher Quality	-	-	17,487	-	-	17,487	-	-	17,487	-	-	-	17,487	**69,947**	47,974	21,974
	-	-	204,874	32,542	65,083	237,415	65,083	65,083	237,415	65,083	65,083	65,083	303,027	**1,405,773**	**1,828,834**	**(423,060)**
Other State Revenue																
8311 State Special Education	-	99,747	99,747	179,544	179,544	179,544	179,544	179,544	179,544	179,544	179,544	179,544	179,544	**1,994,936**	1,324,227	670,709
8520 Child Nutrition	-	-	3,510	3,510	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	**70,210**	46,605	23,605
8545 School Facilities (SB740)	-	-	-	-	-	-	704,295	-	-	-	352,148	-	352,148	**1,408,590**	1,017,315	
8550 Mandated Cost	-	-	-	-	-	6,165	-	-	-	-	-	-	47,532	**53,697**	32,785	20,912
8560 State Lottery	-	-	-	-	-	-	133,743	-	-	133,743	-	-	267,485	**534,971**	366,912	168,059
8599 Other State Revenue	-	-	-	-	1,028,182	-	-	-	-	395,455	-	-	158,182	**1,581,818**	1,231,523	350,295
	-	99,747	103,257	183,055	1,214,747	192,730	1,024,603	186,565	186,565	715,762	538,713	186,565	1,011,912	**5,644,221**	4,019,366	1,233,580
Other Local Revenue																
	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Revenue	**-**	**1,335,443**	**1,543,827**	**5,891,170**	**3,504,083**	**2,654,398**	**5,000,201**	**2,475,902**	**3,890,329**	**4,294,774**	**4,070,144**	**3,717,997**	**5,097,427**	**43,475,695**	**30,029,421**	**13,446,274**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	669,300	669,300	669,300	669,300	669,300	669,300	669,300	669,300	669,300	669,300	669,300	-	**7,362,298**	5,048,506	(2,313,792)
1175 Teachers' Extra Duty/Stipends	-	33,465	33,465	33,465	33,465	33,465	33,465	33,465	33,465	33,465	33,465	33,465	-	**368,115**	252,425	(115,690)
1200 Pupil Support Salaries	-	155,695	155,695	155,695	155,695	155,695	155,695	155,695	155,695	155,695	155,695	155,695	-	**1,712,645**	1,170,324	(542,322)
1300 Administrators' Salaries	137,850	137,850	137,850	137,850	137,850	137,850	137,850	137,850	137,850	137,850	137,850	137,850	-	**1,654,203**	1,220,726	(433,476)
	137,850	996,310	996,310	996,310	996,310	996,310	996,310	996,310	996,310	996,310	996,310	996,310	-	**11,097,261**	**7,691,981**	**(3,405,280)**
Classified Salaries																
2100 Instructional Salaries	-	445,598	445,598	445,598	445,598	445,598	445,598	445,598	445,598	445,598	445,598	445,598	-	**4,901,575**	3,290,040	(1,611,535)
2200 Support Salaries	-	169,090	169,090	169,090	169,090	169,090	169,090	169,090	169,090	169,090	169,090	169,090	-	**1,859,994**	1,385,358	(474,636)
2300 Classified Administrators'	29,484	29,484	29,484	29,484	29,484	29,484	29,484	29,484	29,484	29,484	29,484	29,484	-	**353,802**	257,414	(96,388)
2400 Clerical and Office Staff Salaries	89,748	89,748	89,748	89,748	89,748	89,748	89,748	89,748	89,748	89,748	89,748	89,748	-	**1,076,976**	776,427	(300,549)
2900 Other Classified Salaries	-	47,217	47,217	47,217	47,217	47,217	47,217	47,217	47,217	47,217	47,217	47,217	-	**519,390**	387,894	(131,496)
	119,232	781,137	781,137	781,137	781,137	781,137	781,137	781,137	781,137	781,137	781,137	781,137	-	**8,711,737**	**6,097,133**	**(2,614,604)**
Benefits																
3101 STRS	30,267	189,937	189,937	189,937	189,937	189,937	189,937	189,937	189,937	189,937	189,937	189,937	-	**2,119,577**	1,469,168	(650,408)
3301 OASDI	3,681	48,768	48,768	48,768	48,768	48,768	48,768	48,768	48,768	48,768	48,768	48,768	-	**540,128**	378,022	(162,105)
3311 Medicare	3,069	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	-	**287,230**	199,942	(87,288)
3401 Health and Welfare	176,564	176,564	176,564	176,564	176,564	176,564	176,564	176,564	176,564	176,564	176,564	176,564	-	**2,118,770**	1,466,986	(651,784)
3501 State Unemployment	6,909	6,909	6,909	6,909	6,909	6,909	34,545	27,636	13,818	6,909	6,909	6,909	-	**138,180**	99,960	(38,220)
3601 Workers' Compensation	2,963	24,942	24,942	24,942	24,942	24,942	24,942	24,942	24,942	24,942	24,942	24,942	-	**277,326**	193,048	(84,278)
3901 Other Benefits	2,117	17,816	17,816	17,816	17,816	17,816	17,816	17,816	17,816	17,816	17,816	17,816	-	**198,090**	137,891	(60,199)
	225,570	490,769	490,769	490,769	490,769	490,769	518,405	511,496	497,678	490,769	490,769	490,769	-	**5,679,301**	**3,945,018**	**(1,734,284)**
Books and Supplies																
4200 Books and Other Materials	1,245	1,245	1,245	1,245	1,245	-	-	-	-	-	-	-	-	**6,227**	4,147	(2,081)
4302 School Supplies	30,089	30,089	30,089	30,089	30,089	30,089	30,089	30,089	30,089	30,089	30,089	30,089	-	**361,067**	267,141	(93,926)
4305 Software	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	22,898	-	**274,773**	182,965	(91,808)
4310 Office Expense	11,797	11,797	11,797	11,797	11,797	11,797	11,797	11,797	11,797	11,797	11,797	11,797	-	**141,560**	117,827	(23,733)
4311 Business Meals	4,411	4,411	4,411	4,411	4,411	4,411	4,411	4,411	4,411	4,411	4,411	4,411	-	**52,931**	35,245	(17,685)
4400 Noncapitalized Equipment	-	148,457	148,457	148,457	148,457	148,457	-	-	-	-	-	-	-	**742,285**	480,745	(261,540)
4700 Food Services	-	65,549	65,549	65,549	65,549	65,549	65,549	65,549	65,549	65,549	65,549	65,549	-	**721,044**	492,982	(228,062)
	70,440	284,446	284,446	284,446	284,446	283,201	134,744	134,744	134,744	134,744	134,744	134,744	-	**2,299,887**	**1,581,052**	**(718,835)**
Subagreement Services																
5102 Special Education	-	16,159	16,159	16,159	16,159	16,159	16,159	16,159	16,159	16,159	16,159	16,159	-	**177,747**	147,948	(29,800)
5104 Transportation	-	13,870	13,870	13,870	13,870	13,870	13,870	13,870	13,870	13,870	13,870	13,870	-	**152,565**	101,590	(50,975)
5105 Security	-	12,596	12,596	12,596	12,596	12,596	12,596	12,596	12,596	12,596	12,596	12,596	-	**138,554**	92,260	(46,294)
5106 Other Educational Consultants	-	-	46,262	46,262	46,262	46,262	46,262	46,262	46,262	46,262	46,262	46,262	-	**462,622**	385,062	(77,560)
	-	42,624	88,886	88,886	88,886	88,886	88,886	88,886	88,886	88,886	88,886	88,886	-	**931,488**	**726,859**	**(204,629)**

FY26-27 Monterey County Prep

Monthly Cash Flow/Forecast FY30-31

Revised 9/1/25

CHARTER IMPACT

ADA = 1959.60

	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Operations and Housekeeping																
5201 Auto and Travel	-	9,482	9,482	9,482	9,482	9,482	9,482	9,482	9,482	9,482	9,482	9,482	-	**104,305**	69,454	(34,850)
5300 Dues & Memberships	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	5,643	-	**67,720**	45,093	(22,627)
5400 Insurance	17,059	17,059	17,059	17,059	17,059	17,059	17,059	17,059	17,059	17,059	17,059	17,059	-	**204,712**	152,812	(51,900)
5501 Utilities	19,459	19,459	19,459	19,459	19,459	19,459	19,459	19,459	19,459	19,459	19,459	19,459	-	**233,505**	174,305	(59,200)
5502 Janitorial Services	5,325	5,325	5,325	5,325	5,325	5,325	5,325	5,325	5,325	5,325	5,325	5,325	-	**63,898**	47,698	(16,200)
5900 Communications	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	-	**90,720**	67,720	(23,000)
5901 Postage and Shipping	-	-	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	-	**17,903**	11,921	(5,982)
	55,046	64,529	66,319	66,319	66,319	66,319	66,319	66,319	66,319	66,319	66,319	66,319	-	**782,763**	**569,004**	**(213,759)**
Facilities, Repairs and Other Leases																
5601 Rent	169,200	169,200	169,200	169,200	169,200	169,200	169,200	169,200	169,200	169,200	169,200	169,200	-	**2,030,400**	1,466,400	(564,000)
5602 Additional Rent	8,108	8,108	8,108	8,108	8,108	8,108	8,108	8,108	8,108	8,108	8,108	8,108	-	**97,299**	64,789	(32,510)
5603 Equipment Leases	17,773	17,773	17,773	17,773	17,773	17,773	17,773	17,773	17,773	17,773	17,773	17,773	-	**213,280**	142,018	(71,261)
5604 Other Leases	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	1,492	-	**17,903**	11,921	(5,982)
5610 Repairs and Maintenance	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	-	**153,343**	102,108	(51,235)
	209,352	209,352	209,352	209,352	209,352	209,352	209,352	209,352	209,352	209,352	209,352	209,352	-	**2,512,225**	**1,787,237**	**(724,988)**
Professional/Consulting Services																
5801 IT	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	12,779	-	**153,343**	102,108	(51,235)
5802 Audit & Taxes	-	-	-	8,215	8,215	8,215	-	-	-	-	-	-	-	**24,644**	23,926	(718)
5803 Legal	2,063	2,063	2,063	2,063	2,063	2,063	2,063	2,063	2,063	2,063	2,063	2,063	-	**24,756**	24,035	(721)
5804 Professional Development	-	-	12,532	12,532	12,532	12,532	12,532	12,532	12,532	12,532	12,532	12,532	-	**125,321**	83,449	(41,873)
5805 General Consulting	-	-	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	-	**283,335**	188,666	(94,668)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	90,294	90,294	90,294	-	-	-	**270,881**	180,373	(90,507)
5808 Printing	-	-	8,640	8,640	8,640	8,640	8,640	8,640	8,640	8,640	8,640	8,640	-	**86,402**	57,533	(28,869)
5809 Other taxes and fees	-	-	6,149	6,149	6,149	6,149	6,149	6,149	6,149	6,149	6,149	6,149	-	**61,493**	40,947	(20,546)
5810 Payroll Service Fee	7,550	7,550	7,550	7,550	7,550	7,550	7,550	7,550	7,550	7,550	7,550	7,550	-	**90,605**	60,332	(30,273)
5811 Management Fee	494,492	494,492	494,492	494,492	494,492	494,492	494,492	494,492	494,492	494,492	494,492	494,492	-	**5,933,908**	3,961,286	(1,972,622)
5812 District Oversight Fee	-	12,357	12,357	56,756	22,243	22,243	39,105	22,243	34,663	35,139	34,663	34,663	37,825	**364,257**	241,812	(122,445)
5815 Public Relations/Recruitment	-	-	851	851	851	851	851	851	851	851	851	851	-	**8,513**	8,265	(248)
	516,884	529,241	585,748	638,361	603,848	603,848	612,496	685,927	698,348	698,823	608,054	608,054	37,825	**7,427,457**	**4,972,731**	**(2,454,725)**
Depreciation																
6900 Depreciation Expense	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	-	**78,971**	61,337	(17,634)
	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	-	**78,971**	**61,337**	**(17,634)**
Interest																
7438 Interest Expense	-	-	9,333	-	-	-	-	-	-	-	-	-	-	**9,333**	28,292	18,959
	-	-	9,333	-	-	-	-	-	-	-	-	-	-	**9,333**	**28,292**	**18,959**
Total Expenses	**1,340,955**	**3,404,989**	**3,518,881**	**3,562,161**	**3,527,648**	**3,526,403**	**3,414,230**	**3,480,752**	**3,479,355**	**3,472,921**	**3,382,152**	**3,382,152**	**37,825**	**39,530,423**	**27,460,644**	**(12,069,779)**
Monthly Surplus (Deficit)	**(1,340,955)**	**(2,069,546)**	**(1,975,054)**	**2,329,009**	**(23,565)**	**(872,005)**	**1,585,971**	**(1,004,850)**	**410,974**	**821,853**	**687,992**	**335,845**	**5,059,602**	**3,945,272**	**2,568,777**	**1,376,496**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(1,340,955)	(2,069,546)	(1,975,054)	2,329,009	(23,565)	(872,005)	1,585,971	(1,004,850)	410,974	821,853	687,992	335,845	5,059,602	**3,945,272**		
Cash flows from operating activities																
Depreciation/Amortization	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	6,581	-	**78,971**		
Public Funding Receivables	2,422,031	254,329	183,456	-	-	-	662,114	-	-	-	-	-	(5,097,427)	**(1,575,497)**		
Accounts Payable	(23,727)	-	-	-	-	-	-	-	-	-	-	-	37,825	**14,098**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(100,000)	(100,000)	(100,000)	(100,000)	-	-	-	-	-	-	-	-	-	**(400,000)**		
Cash flows from financing activities																
Line of Credit Draw	-	-	1,600,000	-	-	-	-	-	-	-	-	-	-	**1,600,000**		
Line of Credit Paydown	-	-	-	(1,600,000)	-	-	-	-	-	-	-	-	-	**(1,600,000)**		
Total Change in Cash	963,930	(1,908,636)	(285,017)	635,590	(16,984)	(865,424)	2,254,666	(998,269)	417,555	828,434	694,573	342,426				
Cash, Beginning of Month	1,504,390	2,468,320	559,684	274,667	910,257	893,273	27,850	2,282,516	1,284,247	1,701,802	2,530,236	3,224,809				
Cash, End of Month	**2,468,320**	**559,684**	**274,667**	**910,257**	**893,273**	**27,850**	**2,282,516**	**1,284,247**	**1,701,802**	**2,530,236**	**3,224,809**	**3,567,235**				

Data Entry Tab

LCFF CALCULATOR

	5 digit District code or 7 digit School code *(from the CDS code)*	LEA:	New LEA
YES	Is this calculation for a new charter school? (select from drop down list)	Projection Title:	Monterey County Prep
Charter	Projection Type	Created by:	Jason Sitomer
		Email:	jsitomer@charterimpact.com
9/1/2025	Projection Date	Phone:	323-570-0602

	DATA ONLY - NO CALCULATIONS			PY3	PY2	PY1	CY	CY1	CY2	CY3	CY4
Monterey County Prep - Newly Operational Charter	**2019-20**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
(1) UNIVERSAL ASSUMPTIONS											
Supplemental Grant %				***20.00%***	***20.00%***	***20.00%***	***20.00%***	***20.00%***	***20.00%***	***20.00%***	***20.00%***
Concentration Grant (>55% population)				***65.00%***	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*	*65.00%*
Statutory COLA & Augmentation/Suspension *(prefilled as calculated by the Department of Finance, DOF)*				**13.26%**	**8.22%**	**1.07%**	**2.30%**	**3.02%**	**3.42%**	**3.31%**	**3.24%**
Statutory COLA				***6.56%***	***8.22%***	***1.07%***	*2.30%*	*3.02%*	*3.42%*	*3.31%*	*3.24%*
Augmentation/(COLA Suspension)				***6.70%***	***0.00%***	***0.00%***	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Base Grant Proration Factor (defict)				***0.00%***	***0.00%***	***0.00%***	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Add-on, ERT & MSA Proration Factor				***0.00%***	***0.00%***	***0.00%***	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Transitional Kindergarten Add-on (*2022-23 forward*)				$ -	$ -	$ -	$ 5,545	$ 5,712	$ 5,907	$ 6,103	$ 6,301
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)				**12.74780911%**	**21.98880689%**	**49.68656772%**	49.68656772%	49.68656772%	49.68656772%	49.68656772%	49.68656772%
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)				**12.84814107%**	**22.03836064%**	49.68656772%	49.68656772%	49.68656772%	49.68656772%	49.68656772%	49.68656772%
Local EPA Accrual				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EPA Miscellaneous Adjustments (P-2 Certification only)						$ -					

Data Entry Tab

Monterey County Prep - Newly Operational Charter		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
(2) CHARTER SCHOOL DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF												
NEW CHARTER SCHOOLS							New Charter School Name:		Monterey County Prep			
							Year that charter starts operation (select from drop down list):		2026-27			
(a) TRANSFER OF IN-LIEU PROPERTY TAX					Note: Charter schools should contact sponsoring district(s) for In-lieu estimate							
I-4	**In-Lieu of Property Tax**				-	-	-	-	-	-	-	-
(b) UNDUPLICATED PUPIL PERCENTAGE (UPP)												
A-1, A-2, A-3	**Enrollment**		-	-	-	-	-	-	300	540	1,020	1,440
B-1, B-2, B-3	**Unduplicated Pupil Count**		-	-	-	-	-	-	240	461	816	1,145
	Single Year Unduplicated Pupil Percentage				0.00%	0.00%	0.00%	0.00%	79.91%	85.31%	80.03%	79.48%
C-1	Unduplicated Pupil Percentage (%) - 3 Year Rolling Percentage				0.00%	0.00%	0.00%	0.00%	79.91%	83.38%	81.54%	80.72%
(c) CONCENTRATION GRANT FUNDING LIMITATION: District of Physical Location												
Enter the unduplicated pupil percentage (UPP) of the district where the charter school is physically located. If the charter school has a physical location within the boundaries of more than one district, enter the highest district UPP of all locations.												
D-3	**Unduplicated Pupil Percentage (%)**				**0.00%**	**0.00%**	**0.00%**	0.00%	79.91%	79.91%	79.91%	79.91%
	Unduplicated Pupil Percentage: Supplemental Grant				0.00%	0.00%	0.00%	0.00%	79.91%	83.38%	81.54%	80.72%
	Unduplicated Pupil Percentage: Concentration Grant				0.00%	0.00%	0.00%	0.00%	79.91%	79.91%	79.91%	79.91%
(d) AVERAGE DAILY ATTENDANCE (ADA)												
ADA used for the Transitional Kindergarten Add-on ONLY:												
G-4	**TK** (NEW beginning 2022-23)				-	-	-	-	56.40	56.40	112.80	112.80
ADA used for Base, Supplemental and Concentration Grant Calculations: Enter P2 Data - Note: Charter School ADA is always funded on current year												
B-1	**Grades TK-3**				-	-	-	-	225.60	282.00	507.60	564.00
B-2	**Grades 4-6**				-	-	-	-	-	-	56.40	112.80
B-3	**Grades 7-8**				-	-	-	-	56.40	112.80	169.20	225.60
B-4	**Grades 9-12**				-	-	-	-	-	110.40	220.80	441.60
	SUBTOTAL ADA				-	-	-	-	282.00	505.20	954.00	1,344.00
	RATIO: ADA to Enrollment				-	-	-	-	0.94	0.94	0.94	0.93
(e) OTHER LCFF ADJUSTMENTS												
Miscellaneous Adjustments (line H-2), include adjustments for audit penalties and special legislation. Adjustments can be positive or negative. **Minimum State Aid Adjustments (Line J-5), captures adjustments for audit penalties and special legislation. Adjustments can be positive or negative.**												
H-2	Miscellaneous Adjustments				$ -	$ -	$ -					
J-4	Minimum State Aid Adjustments				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Calculator Tab

Monterey County Prep - Monterey County Prep	v.26.2					CY1	v.26.2					CY2
LOCAL CONTROL FUNDING FORMULA						**2026-27**						**2027-28**
LCFF ENTITLEMENT CALCULATION												
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		3.02%	0.00%	79.91%	79.91%			3.42%	0.00%	83.38%	79.91%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	225.60	$ 10,566	$ 1,099	$ 1,864	$ 1,889	$ 3,478,309	282.00	$ 10,927	$ 1,136	$ 2,012	$ 1,953	$ 4,519,841
Grades 4-6	-	10,725		1,714	1,737	-	-	11,092		1,850	1,796	-
Grades 7-8	56.40	11,043		1,765	1,788	823,210	112.80	11,421		1,905	1,849	1,711,717
Grades 9-12	-	12,798	333	2,099	2,126	-	110.40	13,236	344	2,265	2,199	1,991,992
Subtract Necessary Small School ADA and Funding	-	-	-	-		-	-	-	-	-		-
Total Base, Supplemental, and Concentration Grant		$ 3,006,515	$ 247,934	$ 520,126	$ 526,944	$ 4,301,519		$ 5,830,957	$ 358,330	$ 1,032,125	$ 1,002,138	$ 8,223,550
NSS Allowance		-				-		-				-
TOTAL BASE	282.00	$ 3,006,515	$ 247,934	$ 520,126	$ 526,944	$ 4,301,519	505.20	$ 5,830,957	$ 358,330	$ 1,032,125	$ 1,002,138	$ 8,223,550
ADD ONS:												
Targeted Instructional Improvement Block Grant						$ -						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	56.40	TK Add-on rate	$ 5,712.00		322,157	TK ADA	56.40	TK Add-on rate	$ 5,907.00		333,155
ECONOMIC RECOVERY TARGET PAYMENT						-						-
LCFF Entitlement Before Adjustments						$ 4,623,676						$ 8,556,705
Miscellaneous Adjustments						-						-
ADJUSTED LCFF ENTITLEMENT						**$ 4,623,676**						**$ 8,556,705**
Local Revenue (including RDA)						-						-
Gross State Aid						**$ 4,623,676**						**$ 8,556,705**
Education Protection Account Entitlement						(56,400)						(101,040)
Net State Aid						**$ 4,567,276**						**$ 8,455,665**
MINIMUM STATE AID CALCULATION												
			12-13 Rate	2026-27 ADA		N/A			12-13 Rate	2027-28 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ -	282.00		$ -			$ -	505.20		$ -
2012-13 NSS Allowance (deficited)			$ -			-			$ -			-
Minimum State Aid Adjustments						-						-
Less Current Year Property Taxes/In-Lieu						-						-
Less Education Protection Account Entitlement						(56,400)						(101,040)
Subtotal State Aid for Historical RL/Charter General BG						**$ -**						**$ -**
Categorical Minimum State Aid						-						-
Charter School Categorical Block Grant adjusted for ADA			-	-		-			-	-		-
Minimum State Aid Guarantee Before Proration Factor						**$ -**						**$ -**
Proration Factor						0.00%						0.00%
Minimum State Aid Guarantee						$ -						$ -
CHARTER SCHOOL MINIMUM STATE AID OFFSET												
LCFF Entitlement						4,301,519						8,223,550
Minimum State Aid plus Property Taxes including RDA						-						-
Offset						-						-
Minimum State Aid Prior to Offset						-						-
Total Minimum State Aid with Offset						-						-
State Aid Before Additional State Aid						**$ 4,567,276**						**$ 8,455,665**
ADDITIONAL STATE AID						**$ -**						**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 4,567,276**						**$ 8,455,665**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplemental						**$ 4,623,676**						**$ 8,556,705**
Change Over Prior Year			0.00%	4,623,676					85.06%	3,933,029		
LCFF Entitlement Per ADA (excluding Categorical MSA)						16,396						16,937
Per-ADA Change Over Prior Year			0.00%	16,396					3.30%	541		
Basic Aid Status (school districts only)						-						-
LCFF SOURCES INCLUDING EXCESS TAXES												
				Increase		2026-27				Increase		2027-28
State Aid			0.00%	4,567,276		$ 4,567,276			85.14%	3,888,389		$ 8,455,665
Education Protection Account						56,400						101,040
Property Taxes Net of In-Lieu Transfers			0.00%	-		-			0.00%	-		-
Charter In-Lieu Taxes			0.00%	-		-			0.00%	-		-
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			0.00%	4,567,276		**$ 4,623,676**			84.10%	3,888,389		**$ 8,556,705**

Calculator Tab

Monterey County Prep - Monterey County Prep	v.26.2						CY3	v.26.2						CY4
LOCAL CONTROL FUNDING FORMULA							**2028-29**							**2029-30**
LCFF ENTITLEMENT CALCULATION														
			COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage					COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors			3.31%	0.00%	81.54%	79.91%				3.24%	0.00%	80.72%	79.91%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total		Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	
Grades TK-3	507.60	$ 11,289	$ 1,174	$ 2,032	$ 2,018	$ 8,382,209		564.00	$ 11,655	$ 1,212	$ 2,077	$ 2,083	$ 9,603,571	
Grades 4-6	56.40	11,459		1,869	1,855	856,329		112.80	11,830		1,910	1,915	1,765,916	
Grades 7-8	169.20	11,799		1,924	1,910	2,645,208		225.60	12,181		1,967	1,972	3,636,625	
Grades 9-12	220.80	13,674	356	2,288	2,272	4,104,601		441.60	14,117	367	2,338	2,345	8,464,356	
Subtract Necessary Small School ADA and Funding	-	-	-			-		-	-	-			-	
Total Base, Supplemental, and Concentration Grant		$ 11,392,194	$ 674,528	$ 1,967,841	$ 1,953,784	$ 15,988,347			$ 16,889,945	$ 845,635	$ 2,863,232	$ 2,871,656	$ 23,470,468	
NSS Allowance		-				-			-				-	
TOTAL BASE	954.00	$ 11,392,194	$ 674,528	$ 1,967,841	$ 1,953,784	$ 15,988,347		1,344.00	$ 16,889,945	$ 845,635	$ 2,863,232	$ 2,871,656	$ 23,470,468	
ADD ONS:														
Targeted Instructional Improvement Block Grant						$ -							$ -	
Home-to-School Transportation (COLA added commencing 2023-24)						-							-	
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-							-	
Transitional Kindergarten (Commencing 2022-23)	TK ADA	112.80	TK Add-on rate	$ 6,103.00		688,418		TK ADA	112.80	TK Add-on rate	$ 6,301.00		710,753	
ECONOMIC RECOVERY TARGET PAYMENT						-							-	
LCFF Entitlement Before Adjustments						$ 16,676,765							$ 24,181,221	
Miscellaneous Adjustments						-							-	
ADJUSTED LCFF ENTITLEMENT						**$ 16,676,765**							**$ 24,181,221**	
Local Revenue (including RDA)						-							-	
Gross State Aid						**$ 16,676,765**							**$ 24,181,221**	
Education Protection Account Entitlement						(190,800)							(268,800)	
Net State Aid						**$ 16,485,965**							**$ 23,912,421**	
MINIMUM STATE AID CALCULATION														
			12-13 Rate	2028-29 ADA		N/A				12-13 Rate	2029-30 ADA		N/A	
2012-13 RL/Charter Gen BG adjusted for ADA			$ -	954.00		$ -				$ -	1,344.00		$ -	
2012-13 NSS Allowance (deficited)			$ -			-				$ -			-	
Minimum State Aid Adjustments						-							-	
Less Current Year Property Taxes/In-Lieu						-							-	
Less Education Protection Account Entitlement						(190,800)							(268,800)	
Subtotal State Aid for Historical RL/Charter General BG						**$ -**							**$ -**	
Categorical Minimum State Aid						-							-	
Charter School Categorical Block Grant adjusted for ADA			-	-		-				-	-		-	
Minimum State Aid Guarantee Before Proration Factor						**$ -**							**$ -**	
Proration Factor						0.00%							0.00%	
Minimum State Aid Guarantee						**$ -**							**$ -**	
CHARTER SCHOOL MINIMUM STATE AID OFFSET														
LCFF Entitlement						15,988,347							23,470,468	
Minimum State Aid plus Property Taxes including RDA						-							-	
Offset						-							-	
Minimum State Aid Prior to Offset						-							-	
Total Minimum State Aid with Offset						-							-	
State Aid Before Additional State Aid						**$ 16,485,965**							**$ 23,912,421**	
ADDITIONAL STATE AID						**$ -**							**$ -**	
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 16,485,965**							**$ 23,912,421**	
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Suppler						**$ 16,676,765**							**$ 24,181,221**	
Change Over Prior Year			94.90%	8,120,060						45.00%	7,504,456			
LCFF Entitlement Per ADA (excluding Categorical MSA)						17,481							17,992	
Per-ADA Change Over Prior Year			3.21%	544						2.92%	511			
Basic Aid Status (school districts only)						-							-	
LCFF SOURCES INCLUDING EXCESS TAXES														
				Increase		2028-29					Increase		2029-30	
State Aid			94.97%	8,030,300		$ 16,485,965				45.05%	7,426,456		$ 23,912,421	
Education Protection Account						190,800							268,800	
Property Taxes Net of In-Lieu Transfers			0.00%	-		-				0.00%	-		-	
Charter In-Lieu Taxes			0.00%	-		-				0.00%	-		-	
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			93.85%	8,030,300		**$ 16,676,765**				160.62%	7,426,456		**$ 24,181,221**	

Summary Tab

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Monterey County Prep - Monterey County Prep	9/1/2025				
	2025-26	**2026-27**	**2027-28**	**2028-29**	**2029-30**
General Assumptions					
COLA & Augmentation	2.30%	3.02%	3.42%	3.31%	3.24%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%
Student Assumptions:					
Enrollment Count	-	300	540	1,020	1,440
Unduplicated Pupil Count (UPC)	-	240	461	816	1,145
Unduplicated Pupil Percentage (UPP)	0.00%	79.91%	83.38%	81.54%	80.72%
Current Year LCFF Average Daily Attendance (ADA)	-	282.00	505.20	954.00	1,344.00
Funded LCFF ADA	-	282.00	505.20	954.00	1,344.00
LCFF ADA Funding Method	Current Year	Current Year	Current Year	Current Year	Current Year
Current Year Necessary Small School (NSS) ADA	-	-	-	-	-
Funded NSS ADA	-	-	-	-	-
LCFF Entitlement Summary					
Base Grant	$-	$3,006,515	$5,830,957	$11,392,194	$16,889,945
Grade Span Adjustment	-	247,934	358,330	674,528	845,635
Adjusted Base Grant	$-	$3,254,449	$6,189,287	$12,066,722	$17,735,580
Supplemental Grant	-	520,126	1,032,125	1,967,841	2,863,232
Concentration Grant	-	526,944	1,002,138	1,953,784	2,871,656
Total Base, Supplemental and Concentration Grant	$-	$4,301,519	$8,223,550	$15,988,347	$23,470,468
Allowance: Necessary Small School	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-
Add-on: Transitional Kindergarten	-	322,157	333,155	688,418	710,753
Total Allowance and Add-On Amounts	$-	$322,157	$333,155	$688,418	$710,753
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$-**	**$4,623,676**	**$8,556,705**	**$16,676,765**	**$24,181,221**
Miscellaneous Adjustments	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ -**	**$ 4,623,676**	**$ 8,556,705**	**$ 16,676,765**	**$ 24,181,221**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ -	$ 16,396	$ 16,937	$ 17,481	$ 17,992
Additional State Aid	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	-	4,623,676	8,556,705	16,676,765	24,181,221
LCFF Sources Summary					
Funding Source Summary					
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	$ -	$ -	$ -	$ -	$ -
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ -	$ 56,400	$ 101,040	$ 190,800	$ 268,800
Net State Aid *(excludes Additional State Aid)*	$ -	$ 4,567,276	$ 8,455,665	$ 16,485,965	$ 23,912,421
Additional State Aid	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ -**	**$ 4,623,676**	**$ 8,556,705**	**$ 16,676,765**	**$ 24,181,221**
Funding Source by Resource-Object					
State Aid (Resource Code 0000, Object Code 8011)	$ -	$ 4,567,276	$ 8,455,665	$ 16,485,965	$ 23,912,421
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ -	$ 56,400	$ 101,040	$ 190,800	$ 268,800
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -
% Change	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-	-
Entitlement and Source Reconciliation					
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ -	$ 4,623,676	$ 8,556,705	$ 16,676,765	$ 24,181,221
Additional State Aid	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ -	$ 4,623,676	$ 8,556,705	$ 16,676,765	$ 24,181,221
LCAP Percentage to Increase or Improve Services Calculation					
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ -	$ 3,576,606	$ 6,522,442	$ 12,755,140	$ 18,446,333
Supplemental and Concentration Grant funding in the LCAP year	$ -	$ 1,047,070	$ 2,034,263	$ 3,921,625	$ 5,734,888
Projected Additional 15% Concentration Grant funding in the LCAP year	$ -	$ 121,602	$ 231,263	$ 450,874	$ 662,688
Percentage to Increase or Improve Services	0.00%	29.28%	31.19%	30.75%	31.09%
Necessary Small School Allowance by School					
District Current Year Necessary Small School (NSS) ADA	-	-	-	-	-
District Funded NSS ADA	-	-	-	-	-
District NSS Allowance	$ -	$ -	$ -	$ -	$ -
NSS #1					
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -
NSS #2					
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -
NSS #3					
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -
NSS #4					
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -
NSS #5					
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
CY ADA (Actual)	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-
Funded NSS Allowance	$ -	$ -	$ -	$ -	$ -
PER-ADA FUNDING LEVELS					
Base, Supplemental and Concentration Rate per ADA					
Grades TK-3	$ 11,323.00	$ 15,418.04	$ 16,027.81	$ 16,513.41	$ 17,027.61
Grades 4-6	$ 10,411.00	$ 14,175.61	$ 14,737.66	$ 15,183.12	$ 15,655.29
Grades 7-8	$ 10,719.00	$ 14,595.92	$ 15,174.80	$ 15,633.62	$ 16,119.79
Grades 9-12	$ 12,746.00	$ 17,355.70	$ 18,043.41	$ 18,589.68	$ 19,167.47
Base Grants					
Grades TK-3	$ 10,256	$ 10,566	$ 10,927	$ 11,289	$ 11,655
Grades 4-6	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 12,423	$ 12,798	$ 13,236	$ 13,674	$ 14,117
Grade Span Adjustment					
Grades TK-3	$ 1,067	$ 1,099	$ 1,136	$ 1,174	$ 1,212
Grades 9-12	$ 323	$ 333	$ 344	$ 356	$ 367
Prorated Base, Supplemental and Concentration Rate per ADA					
Grades TK-3	$ 11,323	$ 11,665	$ 12,063	$ 12,463	$ 12,867
Grades 4-6	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 12,746	$ 13,131	$ 13,580	$ 14,030	$ 14,484
Prorated Base Grants					
Grades TK-3	$ 10,256	$ 10,566	$ 10,927	$ 11,289	$ 11,655
Grades 4-6	$ 10,411	$ 10,725	$ 11,092	$ 11,459	$ 11,830
Grades 7-8	$ 10,719	$ 11,043	$ 11,421	$ 11,799	$ 12,181
Grades 9-12	$ 12,423	$ 12,798	$ 13,236	$ 13,674	$ 14,117
Prorated Grade Span Adjustment					
Grades TK-3	$ 1,067	$ 1,099	$ 1,136	$ 1,174	$ 1,212
Grades 9-12	$ 323	$ 333	$ 344	$ 356	$ 367
Supplemental Grant	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	$ 2,265	$ 2,333	$ 2,413	$ 2,493	$ 2,573
Grades 4-6	$ 2,082	$ 2,145	$ 2,218	$ 2,292	$ 2,366
Grades 7-8	$ 2,144	$ 2,209	$ 2,284	$ 2,360	$ 2,436
Grades 9-12	$ 2,549	$ 2,626	$ 2,716	$ 2,806	$ 2,897
Actual - 1.00 ADA, Local UPP as follows:	*0.00%*	*79.91%*	*83.38%*	*81.54%*	*80.72%*
Grades TK-3	$ -	$ 1,864	$ 2,012	$ 2,032	$ 2,077
Grades 4-6	$ -	$ 1,714	$ 1,850	$ 1,869	$ 1,910
Grades 7-8	$ -	$ 1,765	$ 1,905	$ 1,924	$ 1,967
Grades 9-12	$ -	$ 2,099	$ 2,265	$ 2,288	$ 2,338
Concentration Grant (>55% population)	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	$ 7,360	$ 7,582	$ 7,841	$ 8,101	$ 8,364
Grades 4-6	$ 6,767	$ 6,971	$ 7,210	$ 7,448	$ 7,690
Grades 7-8	$ 6,967	$ 7,178	$ 7,424	$ 7,669	$ 7,918
Grades 9-12	$ 8,285	$ 8,535	$ 8,827	$ 9,120	$ 9,415
Actual - 1.00 ADA, Local UPP >55% as follows:	*0.0000%*	*24.9100%*	*24.9100%*	*24.9100%*	*24.9100%*
Grades TK-3	$ -	$ 1,889	$ 1,953	$ 2,018	$ 2,083
Grades 4-6	$ -	$ 1,737	$ 1,796	$ 1,855	$ 1,915
Grades 7-8	$ -	$ 1,788	$ 1,849	$ 1,910	$ 1,972
Grades 9-12	$ -	$ 2,126	$ 2,199	$ 2,272	$ 2,345

EAST WEST BANK

July 1, 2024

Ms. Noel Russell-Unterburger
Chief Financial Operating Officer
Navigator Schools
650 San Benito St., Suite 230
Hollister, CA 95023

Dear Dr. Young:

East West Bank ("EWB") is pleased to set forth below the proposed terms of a financing that will provide funds to Navigator Schools for working capital purposes.

INDICATIVE SUMMARY OF TERMS AND CONDITIONS

GENERAL OVERVIEW:	Charter School Revolver: $9,000,000 revolving line of credit secured by specific state payments for a term ending on June 30, 2026. This committed amount is based on the value of certain state payments and, therefore, is subject to review.
TERM SHEET EXPIRATION DATE:	If not accepted by the Borrower prior thereto, this term sheet will expire at the close of business on July 15, 2024.
BORROWER:	Navigator Schools
LENDER:	EWB or its assigns (the "Lender").
COMMITTED AMOUNT:	$9,000,000
INTEREST RATE:	Variable: One Month SOFR (currently at 5.31%) + 2.50%. The current rate = 7.81%
SOFR FLOOR:	The rate set for U.S. dollars one-month term SOFR shall not be less than 2.00%.
FACILITY FEE:	0.50% of the Committed Amount. Paid at closing and on the anniversary thereafter.
MATURITY:	June 30, 2026
EARLY TERMINATION FEE:	There is no prepayment penalty.
REPAYMENT TERMS:	Interest to be collected monthly from an operating account with principal due at maturity. EWB may inquire to identify plans to reduce principal (e.g. utilization plan).

EAST WEST BANK

EXPENSES:	The Borrower is responsible for all due diligence and legal expenses of the Lender related to this transaction (including attorneys' fees and expenses related to enforcing this provision) whether or not it closes. A $5,000 Good Faith Deposit is due at signing of this Term Sheet. The Deposit is refundable less Lender's reasonable out of pocket expenses described above. The Borrower may be required to provide additional advances against expenses as requested by the Lender during the due diligence and documentation process.
PRIMARY COLLATERAL:	Specific State Payments as determined by EWB Facility will also be secured by a first priority lien on the Borrower's accounts receivable, proceeds thereof (including depositary accounts), and general personal property.
OPERATING ACCOUNT/CASH MANAGEMENT:	Borrower will establish its operating accounts with Lender within 30-60 days and will maintain all accounts with Lender throughout the term of the credit facility. State Payments remitted to accounts subject to springing deposit control agreements.
REPRESENTATIONS AND WARRANTEES:	Usual and customary, including with respect to organization in good standing, validity of agreements, tax status, compliance with laws, litigation and the Borrower's billing and collection policies and procedures.
DUE DILIGENCE:	Before closing, desk and onsite reviews of the Borrower's historical and projected financial information, accounts receivable performance, systems, management controls, servicing capabilities and other matters will be conducted. Pending consummation of the proposed financing, the Borrower will keep the Lender advised with respect to the Borrower's business activities and financial condition, and they will furnish to the Lender such information as may be requested. Additionally, the Borrower will provide to the Lender all third-party diligence including quality of earnings reports, industry and reimbursement risk reports, cash testing reports, and other financial and operational analysis performed on behalf of the Borrower.

EAST WEST BANK

FINANCIAL COVENANTS:	To be determined by the Lender, in consultation with the Borrower. Financial covenants will include: 1. Debt Service Coverage Ratio: Minimum ("DSCR") of 1.01x. **DCSR** is defined as the ratio of (i) Net Income to (ii) Debt Service. 2. Revenue to Expense Ratio: Minimum of 1.01 to 1.0 of Revenue/Expenses 3. Attendance Performance: Attendance (e.g. ADA) $\geq$ 90% Period to Period. 4. All state payments, or the residue from bond debt service, are irrevocably directed to EWB.
FINANCIAL REPORTING:	To be determined by the Lender, in consultation with the Borrower. Financial reporting will include: a) Monthly Attendance Reports b) Semi Annual Summary Attendance Reports – P1 and P2 c) All standard financial reporting: 1st/2nd Interim; Year End Unaudited; Audit; Tax Return d) Board Packets for all board meetings e) All reporting provided to the board, authorizer, and any State related agency f) Any notices from the authorizer g) Any other information that EWB may reasonably request
EVENTS OF DEFAULT:	Credit agreement will contain customarily found events of default.
GOVERNING LAW, WAIVER OF JURY TRIAL, JURISDICTION:	In connection with the transaction outlined herein, all parties, as of the date hereof, agree: (i) that the law of the State of California governs without regard to any conflicts of law principles; (ii) to the waiver of a trial by jury; and (iii) to the jurisdiction of the state and federal courts located in the city of Los Angeles, and the county of Los Angles, California.

This Indicative Summary of Terms and Conditions is for discussion purposes only and does not constitute a commitment to lend, arrange or provide financing or an agreement or understanding to issue a commitment letter with respect to the transaction set forth herein. EWB's issuance of any commitment letter and its consummation of this financing will be predicated upon, but not limited to: (a) the Borrower and the Lender reaching final agreement on the terms, conditions and other provisions to be included in the supporting documentation for the financing, (b) authorization and approval of the transaction by the Board of Directors of the Borrower and the formal credit approval of the Lender, (c) liquidity and capitalization of the Borrower acceptable to the Lender, (d) absence of any major dislocation in the capital markets prior to the Lender receiving final credit approval, (e) successful closing of the transactions on the terms and conditions described herein with 90 days from the signing of this letter, (f) satisfaction of the Lender's counsel with the documentation, proceedings, and legal opinions incident to the proposed transaction.

EAST WEST BANK

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EAST WEST BANK

If the terms and conditions set forth above are acceptable to you, please so indicate by signing this letter in the place indicated and returning the same to me, along with the $5,000 Good Faith Deposit.

Sincerely,

DocuSigned by:
John Helgeson
C813F34A89CE47D...

John Helgeson
Senior Vice President

Accepted and agreed to:

DocuSigned by:
Noel Russell-Unterberger
182F51DDA6D344C...

By: _____ on this date: 7/1/2024.
Name: Ms. Noel Russell-Unterburger
Title: Chief Financial Operating Officer

WIRE TRANSFER INSTRUCTIONS

Bank Name:	East West Bank
Bank Address:	135 N. Robles Avenue Pasadena, CA 91101
ABA:	322070381
Beneficiary:	Navigator Schools
Account #:	242821-304
Reference:	Good Faith Deposit

S282M250056

Neena Goswamy
Navigator Schools
650 San Benito St #230
Hollister, CA 95023

S282M250056

Caprice Young
Navigator Schools
650 San Benito St #230
Hollister, CA 95023

S282M250056

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

1 RECIPIENT NAME

Navigator Schools
650 San Benito St #230
Hollister, CA 95023

2 AWARD INFORMATION

PR/AWARD NUMBER	S282M250056
ACTION NUMBER	1
ACTION TYPE	New
AWARD TYPE	Discretionary (Research and Development)

3 PROJECT STAFF

RECIPIENT PROJECT DIRECTOR
Neena Goswamy (831) 833-6627
caprice.young@navigatorschools.org
EDUCATION PROGRAM CONTACT
Patricia Kilby-Robb (202) 260-2225
patricia.kilby-robb@ed.gov
EDUCATION PAYMENT HOTLINE
G5 PAYEE HELPDESK 888-336-8930
obssed@servicenowservices.com

4 PROJECT TITLE

84.282M
Expanding Navigator Schools

5 KEY PERSONNEL

NAME	TITLE	LEVEL OF EFFORT
Neena Goswamy	Project Director	0 %

6 AWARD PERIODS

BUDGET PERIOD	04/01/2025 - 03/31/2026
PERFORMANCE PERIOD	04/01/2025 - 03/31/2030

FUTURE BUDGET PERIODS

BUDGET PERIOD	DATE	AMOUNT
2	04/01/2026 - 03/31/2027	$1.00
3	04/01/2027 - 03/31/2028	$3,372,403.00
4	04/01/2028 - 03/31/2029	$2,832,892.00
5	04/01/2029 - 03/31/2030	$923,418.00

7 AUTHORIZED FUNDING

THIS ACTION	$2,389,721.00
BUDGET PERIOD	$2,389,721.00
PERFORMANCE PERIOD	$2,389,721.00

8 ADMINISTRATIVE INFORMATION

UEI	XGXKF5HCHXJ5
REGULATIONS	CFR PART X EDGAR AS APPLICABLE 2 CFR AS APPLICABLE
ATTACHMENTS	2 , 3 , 6 , 8 , 9 , 11 , 12 , 13 , 14 , 17D , 18D , B OESE , GE1 , GE2 , GE3 , GE4 , GE5

9 LEGISLATIVE AND FISCAL DATA

AUTHORITY: PL 107-110 IV ELEMENTARY AND SECONDARY EDUCATION ACT OF 1965 (ESEA), AS AMENDED BY THE EVERY STUDENT SUCCEEDS ACT OF 2015 (ESSA) (20 U.S.C. 7221-7221J)

S282M250056

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

PROGRAM TITLE: CHARTER SCHOOLS
CFDA/SUBPROGRAM NO: 84.282M

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0204M	2024	2025	ES000000	B	UL1	000	282	4101C	$2,389,721.00

10

PR/AWARD NUMBER: S282M250056
RECIPIENT NAME: Navigator Schools
GRANTEE NAME: NAVIGATOR SCHOOLS
407 MAIN ST,
WATSONVILLE, CA -
PROGRAM INDIRECT COST TYPE: Unrestricted
PROJECT INDIRECT COST RATE: 10%

TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:
1) THE RECIPIENT'S APPLICATION (BLOCK 2);
2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180; NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
3) THE SPECIFIC CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.
THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, A GRANTEE, IN ORDER TO RECEIVE A CONTINUATION AWARD FROM THE SECRETARY FOR A BUDGET PERIOD AFTER THE FIRST BUDGET PERIOD OF AN APPROVED MULTIYEAR PROJECT, MUST

1) EITHER
(I) DEMONSTRATE THAT IT HAS MADE SUBSTANTIAL PROGRESS IN ACHIEVING
(A) THE GOALS AND OBJECTIVES OF THE PROJECT; AND
(B) THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION, IF THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE; OR
(II) OBTAIN THE SECRETARY'S APPROVAL FOR CHANGES TO THE PROJECT THAT
(A) DO NOT INCREASE THE AMOUNT OF FUNDS OBLIGATED TO THE PROJECT BY THE SECRETARY; AND
(B) ENABLE THE GRANTEE TO ACHIEVE THE GOALS AND OBJECTIVES OF THE PROJECT AND MEET THE PERFORMANCE TARGETS OF THE PROJECT, IF ANY, WITHOUT CHANGING THE SCOPE OR OBJECTIVES OF THE PROJECT;
2) SUBMIT ALL REPORTS AS REQUIRED BY 75.118;
3) CONTINUE TO MEET ALL APPLICABLE ELIGIBILITY REQUIREMENTS OF THE GRANT PROGRAM;
4) MAINTAIN FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302 AND 200.303; AND
5) RECEIVE A DETERMINATION FROM THE SECRETARY THAT CONTINUATION OF THE PROJECT IS IN THE BEST INTEREST OF THE FEDERAL GOVERNMENT.
IN ACCORDANCE WITH 2 CFR 200.308(f)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.
THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE

RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

(2) By the drawdown of funds under this GAN, the grantee accepts that this award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR Part 200 as revised at 89 FR 30136-30208 (April 22, 2024).

(3) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made to a subrecipient under this grant.
The term subaward means:
1) An award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor [See 2 CFR 200.331(a)(5)], beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with 200.331, including an agreement the pass-through entity considers a contract. See 2 CFR 200.1.

In accordance with 2 CFR 200.331 (a), a subaward is made to a subrecipient for the purpose of carrying out a portion of the Federal award and creates a Federal financial assistance relationship with a subrecipient. Characteristics that support the classification of the entity as a subrecipient include, but are not limited to, when the entity:

1) Determines who is eligible to receive what Federal assistance;
2) Has its performance measured in relation to whether the objectives of a Federal program were met;
3) Has responsibility for programmatic decision-making;
4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
5) Implements a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(4) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at http://www2.ed.gov/policy/fund/reg/fbci-reg.html. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.

(5) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions (34 CFR 75.564(a) and 34 CFR 76.562(a)). The negotiated indirect cost rate agreement authorizes a recipient to draw down indirect costs from the grant awards (34 CFR 75.564(b) and 34 CFR 76.562(b)). The following conditions apply to the below entities.

A. All entities (other than Institutions of Higher Education (IHE)

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under statutes, departmental regulations (Education Department General Administrative Regulations (EDGAR)), or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of Higher Education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

(6) APPENDIX D -- PROOF OF NONPROFIT STATUS OR NOT-FOR-PROFIT STATUS: The grantee failed to provide proof of its nonprofit status in the appendices of its application. The Notice Inviting Applications (NIA) (89 FR 36789) describes how an applicant may show that it is a nonprofit organization under 34 C.F.R. section 75.51. Specifically, the NIA states, "Note: Under 34 CFR 75.51, an applicant may show that it is a nonprofit organization by any of the following means: (1) proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code; (2) a statement from a State taxing body or the State attorney general certifying that the organization is a nonprofit organization operating within the State and that no part of its net earnings may lawfully benefit any private shareholder or individual; (3) a certified copy of the applicant's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the applicant; or (4) any item described above if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate."

Within 10 business days after the post-award conference call, the grantee must submit proof of its nonprofit status to your CSP Program Officer via email. The grantee will remain on route payment and is requested to refrain from drawing down any funds until after the document is submitted.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

(7) APPLICATION REQUIREMENT (N) -- AUDITED FINANCIAL STATEMENTS: The Department's review of the application identified that the grantee did not provide its most recent independently audited financial statements in its application, as required under Application Requirement (n). The Notice Inviting Applications (NIA) (89 FR 36789) states that an applicant must "[p]rovide the applicant's most recent independently audited financial statements prepared in accordance with generally accepted accounting principles (2018 NFP)." Navigator's application states on Page e62 that "[p]ursuant to Req (n), the most recent audit, with no findings, is enclosed (Attachment F)"; however, the audit was not enclosed in the application.

Within 10 business days after the post-award conference call, the grantee must submit a copy of its most recent independently audited financial statements to your CSP Program Officer via email. The grantee will remain on route payment and is requested to refrain from drawing down any funds until after the document is submitted.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

(8) APPLICATION REQUIREMENTS IDENTIFICATION: The grantee failed to identify its responses to all 19 application requirements in its application, as required in the Notice Inviting Applications (NIA) (89 FR 36789). Specifically, the NIA states, "In addressing the application requirements, applicants must clearly identify which application requirement they are addressing. An applicant must respond to application requirement (a) in a stand-alone section of the application or in an appendix. For all other application requirements, an applicant may choose to respond to each requirement separately or in the context of the applicant's responses to the selection criteria."

US Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

Within 30 business days after the post-award conference call, the grantee must submit a revised application that clearly labels its responses to Application Requirements (a) through (s) to your CSP Program Officer via email. The changes to the application should be made using "track changes." The grantee will remain on route payment and is requested to refrain from drawing down any funds until after the revised application is submitted.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

(9) BUDGET RESUBMISSION DUE TO BUDGET REDUCTIONS AND TO INCLUDE A PER-SCHOOL BUDGET: The Department's budget review of the grant application identified unallowable costs, calculation errors, insufficient itemization of costs, and/or insufficient explanation of costs. Further, the budget narrative (required under Application Requirement (m) in the Notice Inviting Applications (89 FR 36789)) did not include an itemized budget breakdown for each replication or expansion charter school proposed to be funded under the grant. The grantee's requested amount was reduced and is reflected in Box 7, Authorized Funding, of the GAN.

Within 30 business days after the post-award conference call, the grantee must submit a revised ED 524 Budget Information form and budget narrative based on the grant award amount (Box 7 of the GAN) and post-award discussion with CSP Office staff. The budget narrative must provide sufficient itemization and detail for each charter school proposed to be funded under the grant to demonstrate how costs associated with each line item or budget category on the ED 524 Budget Information form relate to the project's planning and implementation. All proposed costs must also comply with the Cost Principles in 2 C.F.R. Part 200. The changes to the budget narrative should be made using "track changes."

The grantee will be placed on route payment so that all payment requests are routed to the Department's CSP Office for approval before any funds are released and until the Department approves the revised ED 524 Budget Information form and budget narrative and the CSP Program Officer determines route payment is no longer necessary. When a payment request is submitted in the G5/G6 system, the grantee must provide the Department with documentation of expenditures and supporting evidence to justify the allowability of all costs included in the payment request. All requests must be submitted to the Department in a timely manner.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

(10) CHARTER DOCUMENTATION: The grantee failed to provide copies of its approved charters (and/or charter applications), in accordance with Application Requirement (s)(2) in the Notice Inviting Applications (NIA) (89 FR 36789). Specifically, an applicant must "(s) provide--(2) A copy of the approved charter or, in the case of an applicant that has not yet received an approved charter, a copy of the charter application that was submitted to the authorized public chartering agency, including the date the application was submitted, and an estimated date by which the authorized public chartering agency will issue its final decision on the charter application;". Additionally, the grantee failed to provide documentation demonstrating that it provided notice of its application for a grant under this program to the authorized public chartering agencies, in accordance with Application Requirement (s)(3) in the NIA. Specifically, an applicant must "(s) provide--(3) Documentation that the applicant has provided notice to the authorized public chartering agency that it has applied for a CSP grant;".

Within 10 business days after the post-award conference call, the grantee must submit copies of its approved charters (and/or charter applications) and documentation demonstrating that it has provided the requisite notice to its authorizers to your CSP Program Officer via email to comply with Application Requirements (s)(2) and (s)(3) in the NIA for this grant. The grantee will remain on route payment and is requested to refrain from drawing down any funds until after the documents are submitted.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

US Department of Education
Washington, D.C. 20202

S282M250056

GRANT AWARD NOTIFICATION

(11) FRONTLOADING PROJECT YEAR 2 AWARD: As outlined in the Notice Inviting Applications (89 FR 36789), each grantee must submit an Annual Performance Report (APR) to the Department by the due date established by the CSP Office for each project year. The grantee will refrain from drawing down any funds for Project Year 2, as outlined in the final Budget Summary form approved by the Department, until after the grantee has (1) completed all Project Year 1 activities, (2) submitted its APR demonstrating that all Project Year 1 activities have been completed, and (3) obtained written approval from the Department to begin Project Year 2 activities.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

(12) POST-AWARD PERFORMANCE CONFERENCE CALL: The grantee will refrain from drawing down any funds or conducting any activities under this grant until after the grantee has participated in a post-award performance conference call with its CSP Program Officer and submitted all required clarifying information regarding the grant project, as outlined by the CSP Program Officer during the call. The CSP Program Officer will provide written authorization that grant activities may begin after all required clarifying information is submitted and has been approved by the Department.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

(13) UNALLOWABLE COSTS: The grantee must not use federal funds under this project in any manner that violates the United States Constitution, Title VI or Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq. or 42 U.S.C. section 2000e et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), or section 504 of the Rehabilitation Act (29 U.S.C. section 794). To the extent that a grantee uses grant funds for such unallowable activities, the Department intends to take appropriate enforcement action under section 451 of the General Education Provisions Act (GEPA), which may include the recovery of funds under section 452 of GEPA.

If you wish to request reconsideration of this specific condition, please send written notification via email describing why such a condition should not be imposed on this grant to your CSP Program Officer within 10 days of the date of the GAN.

LISA HARRISON Digitally signed by LISA HARRISON
Date: 2025.03.28 09:54:50 -04'00'

AUTHORIZING OFFICIAL **DATE**

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

1. RECIPIENT NAME - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.

2. AWARD INFORMATION - Unique items of information that identify this notification.

PR/AWARD NUMBER - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.

ACTION NUMBER - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"

ACTION TYPE - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)

AWARD TYPE - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.

3. PROJECT STAFF - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.

***RECIPIENT PROJECT DIRECTOR -** The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.

EDUCATION PROGRAM CONTACT - The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.

EDUCATION PAYMENT CONTACT - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.

4. PROJECT TITLE AND CFDA NUMBER - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.

5.* KEY PERSONNEL - Name, title and percentage (%) of effort the key personnel identified devotes to the project.

6. AWARD PERIODS - Project activities and funding are approved with respect to three different time periods, described below:

BUDGET PERIOD - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.

PERFORMANCE PERIOD - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.

***FUTURE BUDGET PERIODS -** The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.

7. AUTHORIZED FUNDING - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.

***THIS ACTION -** The amount of funds obligated (added) or de-obligated (subtracted) by this notification.

***BUDGET PERIOD -** The total amount of funds available for use by the grantee during the stated budget period to this date.

***PERFORMANCE PERIOD -** The amount of funds obligated from the start date of the first budget period to this date.

RECIPIENT COST SHARE - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.

RECIPIENT NON-FEDERAL AMOUNT - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.

8. ADMINISTRATIVE INFORMATION - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

UEI - The UEI, issued in SAM.gov, is a unique 12 character organization identifier assigned to each recipient for payment purposes.

***REGULATIONS -** Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS -** Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS - The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.
AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER -** The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME -** The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE -** The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE -** The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL -** The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:
(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)
3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

10. AFFILIATE - If an affiliate digital signature appears on this GAN, it is the digital signature belonging to the individual delegated the authority to affix the Authorizing Official's signature to the GAN.

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* This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF THE CHIEF FINANCIAL OFFICER
& CHIEF INFORMATION OFFICER

Neena Goswamy
Navigator Schools
650 San Benito St #230

Hollister, CA 95023

SUBJECT: Payee Identification for Grant Award S282M250056

This is to inform you that the United States Department of Education does not have a payee and bank account of record designated for the above listed grant award. You will not be able to request funds for this grant award until a payee and bank account of record are established.

1) All SF-1199A, Direct Deposit and Fedwire Sign-Up forms must be mailed to the Department of Education. The SF-1199A must contain original signatures for both the recipient and bank officials.
2) First time recipients establishing a bank account for a new award must include a copy of the grant award document with the cover letter and SF-1199A, Direct Deposit or Fedwire Sign-Up forms.
3) The Grant Administration and Payment System (GAPS) has been enhanced to produce an automated notification when bank account data has been changed or deleted. This automated notification is transmitted via e-mail to Payees having e-mail capacity or mailed to recipients without an e-mail address.
4) All banking information requests, including establishing a new bank account, modifying an existing bank account or deleting a bank account must be accompanied with a cover letter requesting the specific action. The cover letter must be on the letterhead of the requesting payee. The cover letter must contain the following information:

    - UEI

    - e-mail address (if available) for the person to receive automated notification

    - signature and phone number of the person requesting the bank information change

Mail Cover Letters and accompanying forms to:

U.S. Department of Education
400 Maryland Ave, SW, Rm. 4C146
Washington, DC 20202-4110
Attn: Financial Management Operations

If you have any questions or require assistance concerning establishing a payee record for a bank account please contact the G5 Hotline at 1-888-336-8930.

Dear G5 Payee:

To obtain your G5 Login ID, you will need to complete the G5 External User Access Request Form and return it notarized to the U.S. Department of Education. Attached are the instructions for accessing and completing the form. Upon receiving the notarized form, the Department will send you an email with your new G5 Login ID.

Please mail the form to:

U.S. Department of Education

Office of the Chief Information Officer

Mail Stop - 4110

400 Maryland Avenue S.W.

Washington, DC 20202

Attn: Functional Applications Team

Thank you for your continued support of the U.S. Department of Education's G5 Grant Management System. Please contact the G5 Hotline (888-336-8930) if you have any

Sincerely,

G5 Administration

Instructions for Completing the G5 External User Access Request Form

To establish direct access to your U.S. Department of Education G5 Grant Management System account, please complete the G5 External User Access Request Form attached, have it notarized, and mail the completed form to the address below.

Steps for Completing the G5 External User Access Request Form -

1. Go to http://www.g5.gov and click on the link, "Not Registered? Sign up".
2. Compete each data element of the form including the following elements:
    a. User Type (Select Payee unless you are specifically a Servicer)
    b. Unique Entity Identifier (UEI)
    b. Desired Role (Select Full Access to enable you to continue to draw funds, or View Only if you will only need to review account activity).
3. Print the form and then Submit your online registration.
4. You will immediately receive an email asking you to activate your account.
5. Click on the link in the email and select your password and Secret Question and Answer.
6. Congratulations! You now have an active account. Only one more step!!
7. Sign the printed (from step 3) G5 External User Access Request Form as the Authorized Payee in the presence of a Notary Public.
8. Assure the G5 External User Access Request Form is notarized with appropriate seal and signature and expiration date.
9. Mail the completed, notarized G5 External User Access Request Form to the following address:
    U.S. Department of Education
    Office of the Chief Information Officer
    Mail Stop - 4110
    400 Maryland Avenue S.W.
    Washington DC 20202
    Attn: Functional Applications Team
10. Allow two weeks for delivery and account updates.
11. You will receive Email notification that your G5 External User Access Request Form has been processed and your roles have been assigned.
12. Congratulations, You're now able to access G5 directly.

As always, please contact the G5 Hotline (888-336-8930) with any questions.

INSTRUCTIONS
ACH DIRECT DEPOSIT SIGN-UP FORM
SF-1199A

Recipients can obtain an SF-1199A (Figure D-1) from their financial insitution. The preprinted instructions on the reverse side of the SF-1199A should be disregarded and the following instructions should be followed in completing the SF-1199A.

The recipient is to complete Sections 1 and 2 of the SF-1199A. The recipient's financial institution is to complete Section 3 and mail the completed form to the Department of Education. The financial institution will mail a copy of the completed SF-1199A to the recipient.

INSTRUCTIONS - SECTION 1

ITEM A	Name of Payee Address Telephone Number	Enter the name and address of payee's organization. Enter telephone number of person authorized to certify the payment request.
ITEM B	Name of Person(s) Entitled to Payment	Leave Blank.
ITEM C	Claim or Payroll ID Number	Enter the following information Prefix: 9 digit D-U-N-S Number, Suffix: 11 character Grant Award nUmber.
ITEM D	Type of Depositor	Place an "X" in the Appropriate Box.
ITEM E	Depositor Account	Enter the payee's account number at the financial institution in which funds are to be deposited. Include blanks or dashes when entering the account number.
ITEM F	Type of Payement	Enter "X" in the "Other" box.
ITEM G	Box for Allotment of Payment Only	Leave Blank.
Payee/Joint Certification		Authorized Certifying Official for the payee is to sign the form.

INSTRUCTIONS - SECTION 2

Government Agency Name	Enter:	U.S. Department of Education
Government Agency Address	Enter:	400 Maryland Avenue, SW Room 4C138 Washington, DC 20202

INSTRUCTIONS - SECTION 3

To be completed by financial institution.

Director, Financial Payment Group
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202 - 4331

Ref: PR/Award No. S282M250056

Dear Sir:

Please transfer FEDWIRE payments for Navigator Schools to the following financial institution and depositor account beginning on this date: Month_____, Day_____, Year_____.

Information regarding the financial institution to which payments for D-U-N-S_____ are to be transferred is provided below.

Financial Institution

Name:_____
Street:_____
City:_____
State:_____
Zip:_____

ABA Number:_____
Account Number:_____
Contact Name:_____
Telephone No:_____

Corresponding Bank (if applicable):

Name:_____
Street:_____
City:_____
State:_____
Zip:_____

ABA Number:_____
Telegraphic Abbrev.:_____

Please update my account with the information as indicated above. If you have any questions, I may be reached at (____) _____.

Sincerely,

Chief Financial Officer

GAN ATTACHMENT 2
Revised 10 2024

SPECIFIC GRANT TERMS AND CONDITIONS FOR FINANCIAL AND PERFORMANCE REPORTS

PERFORMANCE REPORTS:

(1) FINAL REPORTS - ALL RECIPIENTS are required to submit a final performance report within 120 days after the expiration or termination of grant support in accordance with submission instructions provided in box 10 of the Grant Award Notification (GAN), or through another notification provided by the Department of Education (Department) (2 CFR § 200.329(c)).

(2) ANNUAL, QUARTERLY, or SEMIANNUAL REPORTS - ALL RECIPIENTS of a multi-year discretionary award must submit an annual Grant Performance Report (34 CFR § 75.118). The annual performance report shall provide the most current performance and financial expenditure information that is sufficient to meet the reporting requirements of 2 CFR §§ 200.328, 200.329, 200.332, and 34 CFR §§ 75.590; 75.718; 75.720; 75.623; and 75.732.

Your education program contact will provide you with information about your performance report submissions, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification provided by the Department. The grant term or condition in box 10 on the GAN or another notification may reflect any of the following:

1. That a performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. It will either identify the date the performance report is due or state that the Department will provide additional information about this report, including due date, at a later time.

2. That an interim performance report is required because of the nature of the award or because of statutory or regulatory provisions governing the program under which this award is made, and that the report is due more frequently than annually as indicated, e.g., due quarterly and submitted within 30 days after the end of each quarter, or due semiannually and submitted within 30 days after the end of each 6-month period (2 CFR § 200.329(c)(1)).

3. That other reports are required, e.g., program specific reports required in a program's statute or regulation or specific conditions are applied (2 CFR § 200.208).

(3) FINANCIAL REPORTS – SOME RECIPIENTS:

If a financial report is required, your education program contact will provide you with information about your financial report submission, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification.

A Standard Form (SF) 425 Federal Financial Report (FFR) is required if:

1. A grant involves cost sharing, and the ED 524B, which collects cost sharing information, is not submitted or a program-specific report approved by U.S. Office of Management and Budget (OMB) does not collect cost sharing information;
2. Program income was earned;

3. Indirect cost information is to be reported and the ED 524B was not used or a program-specific report approved by OMB does not collect indirect cost information;
4. Program regulations or statute require the submission of the FFR; or
5. Specific Award Conditions, or specific grant or subgrant conditions for designation of "high risk," were imposed in accordance with 2 C.F.R. part 200.208 and part 3474.10 and required the submission of the FFR.

If the FFR is required, the notification may indicate one of the following (see the form and its instructions at Standard Form (SF) 425 Federal Financial Report (FFR)):

1. Quarterly - FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 30 days after each reporting period.

2. Semi-annual - FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 30 days after each reporting period.

3. Annual - FFRs are required for reporting period ending 09/30, and is due within 30 days after the reporting period.

4. Final - In coordination with the submission of final performance reports, FFRs are due within 120 days after the project or grant period end date (2 CFR § 200.328).

When completing an FFR for submission, the following must be noted:

1. *Multiple Grant Reporting Using SF 425A Prohibited:* While the FFR is a governmentwide form that is designed for single grant and multiple grant award reporting, the Department's policy is that multiple grant award reporting is not permitted for Department grants. Thus, a Department grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. Do not use the FFR attachment (Standard Form 425A), which is available for reporting multiple grants, for reporting on Department grants. As such, references to multiple grant reporting and to the FFR attachment in item 2 of the FFR are not applicable to Department grantees. With regards to item 1 of the note found in the FFR Instructions, a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple grant and FFR attachment reference found in item 2 of the Line Item Instructions for the FFR is not applicable to Department grants.

2. *Program Income*: Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 2 CFR Part 200.307. A grantee is permitted, in accordance with 2 CFR Part 200.307, to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.

3. *Indirect Costs:* A grantee will complete item 11(a) by listing the indirect cost rate type identified on its indirect cost rate agreement, as approved by its cognizant agency for indirect costs.

A Department grantee that does not have an indirect cost rate agreement approved by its cognizant agency for indirect costs, and that is using the Department approved (beyond the 90-day temporary period) temporary indirect cost rate of 10% of budgeted direct salaries and wages, or the de minimis rate of 15% of modified total direct cost (MTDC) must list its indirect cost rate in 11(a) as a Department Temporary Rate or De Minimis Rate. The de minimis rate of 15% of MTDC consists of:

> All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first $50,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $50,000. Other items, including contract costs in excess of $50,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (2 CFR 200.1 "Modified Total Direct Cost (MTDC)").

A training program grantee whose recovery of indirect cost limits indirect cost recovery to 8% of MTDC or the grantees negotiated indirect cost rate, whichever is less in accordance with 34 CFR § 75.562 (c), must list its rate in 11(a) as a Department Training Grant Rate. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States[1] as defined in 2 CFR § 200.1.

A restricted program grantee must list its rate as a Restricted Indirect Cost Rate in 11(a). A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR 75.563 and 76.564 – 76.569, is not less than 8% MTDC. A State or local government[2] that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated. If a restricted program grantee elects to utilize the temporary rate, it must list its rate as a Department Temporary Rate in 11(a).

Grantees with indirect cost rates prescribed in program statute or regulation must list their rate as a Rate Required in Program Statute or Regulation in 11(a). Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery.

For detailed information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates see GAN ATTACHMENT 4.

4. *Supplemental Pages:* If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: the PR/Award Number

[1] Note that a State-funded institution of higher education is not considered a "State government" for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.
[2] Note that a State-funded institution of higher education is not considered a "State government" for these purposes.

also known as the Federal Identifying Number or FAIN, recipient organization, Unique Entity Identifier, Employer Identification Number (EIN), and period covered by the report.

Upon request of the Secretary, a grantee must, at the time of submission to the Secretary, post any performance and financial reports on a public-facing website maintained by the grantee, after redacting any privacy or confidential business information (34 CFR § 75.720).

GAN ATTACHMENT 3
Revised 10/2024

AN OVERVIEW OF AUDIT REQUIREMENTS OF STATES, LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS

This GAN ATTACHMENT is **not** applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

Summary of Audit Requirements for States, Local Governments, and Nonprofit Organizations:

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)[1], or nonprofit organization) that expends $1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted annually in accordance with 2 CFR § 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.

2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program–specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

3. Exemption when Federal awards expended are less than $1,000,000. A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report (2 CFR § 200.334)

4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity (2 CFR § 501(e)).

5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR § 200.512, as well as relevant

[1] As defined under the Higher Education Act of 1965, as amended (HEA) section 101.

SF-SAC workbook(s) electronically to the Federal Audit Clearinghouse at: https://www.fac.gov/.

6. The audit, the workbook(s), and reporting package must be submitted within of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period (whichever is earlier). If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. The auditee must make copies available for public inspection unless restricted by Federal statutes or regulation. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information (2 CFR § 200.512).

Additional grantee requirements can be found in Uniform Guidance §200.510, including:

- Preparing financial statements that reflect the grantee's financial position, results of operations or changes in net assets, and where appropriate, cash flows for the fiscal year audited;
- Preparing a schedule of expenditures of Federal awards (SEFA) for the period covered by the grantee's financial statements;
    - List Federal programs by Federal agency
    - For Federal awards received as a subrecipient, the name of the pass-through entity and assigned identifying number
    - Provide the total Federal awards expended for each Federal program and the Assistance Listing Number (ALN). For a cluster of programs, also provide the total for the cluster
    - Include the total amount provided to subrecipients from each Federal program

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." The Compliance Supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at oignon-federalaudit@ed.gov. Additional resources for single audits are also available on the Non-Federal Audit Team's website at https://www2.ed.gov/about/offices/list/oig/nonfed/index.html. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on audits from:

The OMB website at www.omb.gov. Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain the Current OMB Compliance Supplement

in the right column). The SF-SAC Workbooks and Instructions can be found at the Federal Audit Clearinghouse at:
https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff that can be downloaded by searching for “single audit report illustrations” at www.aicpa-cima.com.

GAN ATTACHMENT 6
Revised 10/2024

REQUEST FOR APPROVAL OF PROGRAM INCOME

In projects that generate program income, the recipient calculates the amount of program income according to the guidance given in 2 CFR Part 200.307, which addresses the use and expenditure of program income as well as the methods for use of program income

***** IF YOU RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY AND YOU ARE SUBJECT TO ANY OF THE RESTRICTIONS IDENTIFIED BELOW, THE RESTRICTION(S) WILL APPEAR IN BOX 10 ON YOUR GRANT AWARD NOTIFICATION AS A GRANT TERM OR CONDITION OF THE AWARD. *****

Unless checked below as NOT ALLOWED, the recipient may exercise any of the options or combination of options, as provided in 2 CFR Part 200.307, for using program income generated in the course of the recipient's authorized project activities:

_____ Not Allowed Adding program income to funds committed to the project by the Secretary and recipient and using it to further eligible project or program objectives;

_____ Not Allowed Using program income to finance the non-Federal share of the project or program; and

_____ Not Allowed Deducting program income from the total allowable cost to determine the net allowable costs.

GAN ATTACHMENT 8
Revised 10/2024

TRAFFICKING IN PERSONS

The Department of Education adopts the requirements of the Trafficking Victims Protection Act (TVPA) of 2000, as codified at 22 U.S.C. 7101 to 7115, in 22 U.S.C. 7104(g); 22 U.S.C. 7104a; 22 U.S.C. 7104b; and 22 U.S.C. 7104c into this grant through this condition as per the Code of Federal Regulations at 2 CFR Part 175 .

(a) Condition:

The Department, as authorized by 22 U.S.C. 7104b(c), may without penalty, terminate a grant or take any remedial actions if a recipient or subrecipient engages in:

(1) Severe forms of trafficking in persons;

(2) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

(3) The use of forced labor in the performance of the grant or cooperative agreement; or

(4) Acts that directly support or advance trafficking in persons, including the following acts:

(i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(A) exempted from the requirement to provide or pay for such return transportation by the Department; or

(B) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(iv) Charging recruited employees a placement or recruitment fee; or

(v) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(b) Compliance plan and certification requirement:

(1) Prior to receiving a grant, if the estimated value of services required to be performed under the grant or cooperative agreement outside the United States exceeds $500,000, you must certify that:

(i) You have implemented a plan to prevent the activities described in paragraph (a) of this section, and are in compliance with this plan;

(ii) You have implemented procedures to prevent any activities described in paragraph (a) of this section and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in any activities described in paragraph (a) of this section; and

(iii) To the best of your knowledge, neither you, nor any subrecipient, contractor, or subcontractor of the recipient or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, is engaged in any of the activities described in paragraph (a) of this section.

(2) Annual certification. You must submit an annual certification consistent with paragraph (b)(1) of this section for each year the award is in effect.

(3) Compliance plan. Any plan or procedures implemented pursuant to paragraph (b) must be appropriate to the size and complexity of the grant or cooperative agreement and to the nature and scope of its activities, including the number of non-United States citizens expected to be employed.

(4) Copies of the compliance plan. The recipient must provide a copy of the plan to the grant officer upon request, and as appropriate, must post the useful and relevant contents of the plan or related materials on its website and at the workplace.

(5) Minimum requirements of the compliance plan. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform recipient employees about the Government's policy prohibiting trafficking-related activities described in paragraph (a) of this section, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the recipient, subrecipient, contractor, or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents, subrecipients, contractors, or subcontractors at any tier and at any dollar value from engaging in trafficking in persons, including activities in paragraph (a) of this section, and to monitor, detect, and terminate any agents, subgrants, or subrecipient, contractor, or subcontractor employees that have engaged in such activities.

(c) Notification to Inspectors General and cooperation with government. In addition, you must:

(1) Immediately inform the Department and Inspector General of the Department of any information you receive from any source that alleges credible information that you, any subrecipient, contractor, or subcontractor, or any agent of your organization or subrecipient, contractor, or subcontractor, has engaged in conduct described in paragraph (a) of this section; and

(2) Fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

GAN ATTACHMENT – 9
Revised 10/2024

FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT
REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at $30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000;
3. Report their executives' compensation for all new Federal grants that are funded at $30,000 and that meet the reporting conditions as set forth in this grant award term; and
4. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

Subaward, Subrecipient, Recipient, Total Compensation, Executives, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with 2 CFR Part 170—Reporting Subaward And Executive Compensation Information.

1. ***Reporting of First-tier Subawards -***

a. *Applicability and what to report.*

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds $30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at FSRS.

b. *Where and when to report.*

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to FSRS.

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2025, the obligation must be reported by no later than December 31, 2025.

2. ***Reporting Total Compensation of the Department's Grant Recipients' Executives -***

a. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i The total Federal funding authorized to date under this Federal award **equals or exceeds $30,000**;

ii In the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), **and**
B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); **and**,
C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receipt of a subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. *Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

i. As part of your registration profile at https://www.sam.gov.

ii. No later than the month following the month in which this award is made and annually after that. (For example, if the obligation was made on November 7, 2025, the executive compensation must be reported by no later than December 31, 2025, and annually thereafter.)

3. ***Reporting of Total Compensation of Subrecipient Executives –***

a. *Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i The total Federal funding authorized to date under this Federal award **equals or exceeds $30,000**;

ii In the preceding fiscal year, you received—

A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), **and**
B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); **and**,
C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receipt of a subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

i. In FSRS. You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the SAM.gov. Subrecipient executive compensation entered in SAM.gov by the subrecipient will pre-populate in FSRS, so you do not have to report when subrecipients enter this information in SAM.gov. Subrecipient executive compensation not entered in SAM.gov by the subrecipient is reported in FSRS by you the Department grant recipient.

ii. No later than the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2025 the subrecipient's executive compensation must be reported by no later than December 31, 2025.

4. *Exemptions –*

a. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

5. *Definitions -*

a. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR § 200.1.

Subrecipient has the meaning given in 2 CFR § 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR § 229.402(c)(2).

GAN ATTACHMENT 11
Revised 10/2024

SPECIFIC CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

1) the percentage of the total costs of the program or project which will be financed with Federal money;

2) the dollar amount of Federal funds for the project or program; and

3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

GAN ATTACHMENT 12
10/2024

PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, subrecipients, and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

GAN ATTACHMENT 13
Revised 10/2024

REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM.gov)

The U.S. Department of Education's (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, to do business with the Department you must have a registered Unique Entity Identifier (UEI) and TIN number in SAM.gov, the U.S. Federal Government's primary registrant database.

What is a UEI? SAM.gov assigns a UEI to entities when they pass validation in SAM.gov. The UEI is a 12-character alphanumeric identifier used in SAM.gov and other federal government systems to identify a unique entity.

If the payee UEI number is different than your grantee UEI number, both numbers must be registered in SAM.gov. Failure to register both will delay the receipt of payments from the Department.

What is a TIN? A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered TINs according to the IRS.

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with SAM.gov, you can easily register by going to www.sam.gov. Allow at least ten business days after you submit your registration for it to become active in SAM.gov. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the Federal Service Desk (FSD). Live chat information and other information about the FSD is available at: GSAFSD Service Portal Landing - GSA Federal Service Desk Service Portal.

If you are currently registered with SAM.gov, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

GAN ATTACHMENT 14
Revised 10/2024

SYSTEM FOR AWARD MANAGEMENT REQUIREMENTS FOR RECIPIENTS AND THEIR SUBRECIPIENTS

1. Requirement for System for Award Management (SAM.gov)

Unless you are exempted from this requirement under 2 CFR § 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM.gov registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in SAM.gov after your initial registration, you are required to review and update your information in SAM.gov on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

2. Recipient Requirements of Subrecipients

In accordance with 2 CFR § 25.300 you are required to ensure that your subrecipients have a Unique Entity Identifier (UEI). Note that subrecipients are not required to complete full registration in SAM.gov to obtain a UEI, which is required for an entity to **directly** do business with the Federal government. Instead, subrecipients may obtain a UEI by signing up in SAM.gov to get an account and establish a profile.

You may not make a subaward to a subrecipient that has not obtained a UEI and provided it to you, and you are required to notify any potential subrecipients that you cannot make a subaward unless the subrecipient obtains a UEI and provides it to you.

3. Definitions

For purposes of this award term:

1. System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. See 2 CFR 25.400.

2. Unique Entity Identifier (UEI) Means the universal identifier assigned by SAM.gov to uniquely identify business entities. See 2 CFR 25.400.

3. Recipient means an entity that receives a Federal award directly from a Federal agency to carry out an activity under a Federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award. See 2 CFR 200.1.

4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with § 200.331, including an agreement the pass-through entity considers a contract. See 2 CFR 200.1.

5. Subrecipient means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. See 2 CFR 200.1.

GAN ATTACHMENT 17
07/2024

PARTICIPATION OF FAITH-BASED ORGANIZATIONS

1. A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

2. A faith-based organization may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. Such an organization also may not, in providing services funded by the Department, or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

3. If a grantee under a discretionary grant program of the Department has the authority under the grant to select a private organization to provide services supported by direct Federal financial assistance under the program by subgrant, contract, or other agreement, the grantee must ensure compliance with applicable Federal requirements governing contracts, grants, and other agreements with faith-based organizations, including, as applicable, (Education Department General Administrative Regulations) EDGAR §§ 75.52 and 75.532, Appendices A and B to 34 C.F.R. Part 75, and 2 C.F.R. § 3474.15 (see EDGAR § 75.714).

GAN ATTACHMENT 18
07/2024

WRITTEN NOTICE OF BENEFICIARY PROTECTIONS

In accordance with the Education Department General Administrative Regulations (EDGAR), 34 C.F.R. § 75.712, all grantees providing social services under a Department program supported by direct Federal financial assistance (e.g., programs that provide or support employment, independent living, education, or related services to individuals or groups of individuals) must give written notice to a beneficiary or prospective beneficiary of certain protections.

The written notice that an organization uses to notify beneficiaries or prospective beneficiaries of certain religious non-discrimination protections must include language substantially similar to that in Appendix C to 34 C.F.R. Part 75. Grantees have discretion regarding how to provide the notice, which may include providing the notice directly to each beneficiary, posting it on the grantee's website, or other means. A grantee or subgrantee that participates in multiple Department programs may provide a single notice covering all applicable programs. Additionally, grantees must ensure that the notice is accessible to individuals with disabilities and limited English proficient individuals as required by law. **Unless notified by the applicable program office, a grantee is not required to include in the notice the information in paragraph (5) of Appendix C to 34 C.F.R. Part 75 , i.e., the opportunity of a beneficiary to receive information about other similar providers.**

Appendix C to 34 C.F.R. Part 75

Name of Organization:

Name of Program:

Contact Information for Program Staff: [provide name, phone number, and email address, if appropriate]

Because this program is supported in whole or in part by financial assistance from the U.S. Department of Education, we are required to provide you the following information:

(1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary.

(3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance.

(4) You may report violations of these protection, including any denials of services or benefits by an organization, by filing a written complaint with the U.S. Department of Education at BeneficiaryNoticeComplaints@ed.gov.

[When required by the Department, the notice must also state:] (5) If you would like information about whether there are any other federally funded organizations that provide the services available under this program in your area, please contact the awarding agency.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided, or exigent circumstances make it impracticable to provide such notice before we provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

ATTACHMENT B
SPECIAL GRANT TERMS AND CONDITIONS FOR
FINANCIAL AND PERFORMANCE REPORTS

PERFORMANCE REPORTS:

ALL RECIPIENTS are required to submit a final performance report within 90 days after the expiration or termination of grant support.

ALL RECIPIENTS of a multi-year discretionary award must submit an annual Grant Performance Report. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

***** IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR PERFORMANCE REPORT SUBMISSIONS, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. *****

Refer to the item(s) checked below for other reporting requirements that may apply to this grant:

_____1. A performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

_____The continuation report is due on _____.

_____The Department will provide recipients with additional information about this report, including due date, at a later time.

_____2. An interim performance report is required because of the nature of this award or because of statutory or regulatory provisions governing the program under which this award is made. The report is due more frequently than annually as indicated:

_____Quarterly Submit within 30 days after the end of each quarter.

_____Semiannually Submit within 30 days after the end of each 6-month period.

_____3. Other Required Reports:

***** IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. IF A FINANCIAL REPORT IS REQUIRED, YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR FINANCIAL REPORT SUBMISSION, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. *****

FINANCIAL REPORTS:

Unless an item down below is checked, a Standard Form 425 Federal Financial Report (FFR) is not required for this grant. The Department will rely on the drawdown of funds by grant award and record such drawdowns as expenditures by grantees. (34 CFR 75.720)

_____Quarterly FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 45 days after each reporting period.

_____Semi-annual FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 45 days after each reporting period.

_____An annual FFR is required for reporting period ending 09/30, and is due within 45 days after the reporting period.

_____A final FFR is due within 90 days after the project or grant period end date.

A quarterly, semi-annual, annual, and/or final FFR as noted hereinabove is due for this grant because:

_____(34 CFR 74.14 or 80.12) Special Award Conditions or Special grant or subgrant conditions for "high-risk" grantees:

_____Statutory Requirement or Other Special Condition

When completing an FFR for submission in accordance with the above referenced selection, the following must be noted:

1. While the FFR is a government wide form that is designed for single grant and multiple grant award reporting, the U.S. Department of Education's (EDs) policy is that multiple grant award reporting is not permitted for ED grants. Thus, an ED grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. The FFR attachment (Standard Form 425A), which is available for reporting multiple grants, is not to be used for ED grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to ED grantees. With regards to item 1 of the note found in the Federal Financial Report Instructions, it is EDs policy that a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the Federal Financial Report are not applicable to ED grants.

2. Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h). A grantee is permitted, in accordance with 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.

3. A grantee will complete item 11(a) by listing the rate type identified in its indirect cost rate agreement, as approved by its cognizant agency. An ED grantee that does not have an indirect cost rate agreement approved by its cognizant agency, and that is using the ED approved temporary rate of 10% of budgeted direct salaries and wages, must list its rate in 11(a) as an ED Temporary Rate. A training program grantee whose recovery of indirect cost is limited to 8% of a modified total direct cost base in accordance with EDGAR § 75.562 (c), must list its rate as an ED Training Grant Rate. A restricted rate program grantee (such as one with a supplement-not-supplant grant provision) that has not negotiated an indirect cost agreement with its cognizant agency and that has limited the recovery of indirect costs in accordance with 34 CFR 75.563 and 76.564 (c), must list its rate as an ED Restricted Rate.

4. Quarterly, semi-annual, and annual interim reports shall be due within 45 days after the end of the reporting period. Although the Office of Management and Budget (OMB) published in its December 7, 2007 Federal Register Notice (72 FR 69236) that interim reports are due within 45 days of the interim reporting end dates instead of within 30 days as originally identified, OMB has not revised the FFR instructions to reflect this change. Grantees are, nevertheless, permitted to exercise the 45 day period as published by OMB

within the Federal Register. Final reports shall be due no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by the program office upon request by the grantee.

5. If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal Grant or other identifying number, recipient organization, Data Universal Number System (DUNS) number, Employer Identification Number (EIN), and period covered by the report.

One original and one copy of all reports should be mailed to:

U.S. Department of Education
Executive Director
Office of Elementary and Secondary Education
400 Maryland Avenue, SW, FB6, Room 3W342
Washington, DC 20202-6100

12/2012

GAN ENCLOSURE 1
Revised 10/2024

KEY FINANCIAL MANAGEMENT REQUIREMENTS FOR DISCRETIONARY GRANTS AWARDED BY THE DEPARTMENT OF EDUCATION

The Department expects grantees to administer Department grants in accordance with generally accepted business practices, exercising prudent judgment to maintain proper stewardship of taxpayer dollars. This includes using fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. In addition, grantees may use grant funds only for obligations incurred during the funding period.

Title 2 of the Code of Federal Regulations Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” establishes requirements for Federal awards made to non-Federal entities. The Education Department General Administrative Regulations (EDGAR) in 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99 contain additional requirements for administering discretionary grants made by this Department. The most recent version of these regulations may be accessed at the following URLs:

2 CFR 34 Subtitle A (see EDGAR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, & 99)

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The information on page 2 of this enclosure, "Selected Topics in Administering Department Discretionary Grants," highlights major administrative requirements of 2 CFR Part 200. In addition, a few of the topics explain requirements that the Department imposes on its discretionary grantees under EDGAR, Part 75 (Direct Grants). The specific sections of 2 CFR Part 200 and of EDGAR that address the topics are shown in parentheses. The Department urges grantees to read the full text of these and other topics in EDGAR and in 2 CFR Part 200.

Grantees are reminded that a particular grant might be subject to additional requirements of the authorizing statute for the program that awarded the grant and/or any regulations issued by the program office. Grantees should become familiar with those requirements as well because program-specific requirements might differ from those in 2 CFR Part 200 and in EDGAR.

The Department recommends that the project director and the fiscal management staff of a grantee organization communicate frequently with each other about the grant budget. Doing so will help to ensure that you use Federal funds only for those expenditures associated with activities that conform to the goals and objectives approved for the project.

Grantees may direct any questions regarding the topics on page 2 of this enclosure, "Selected Topics in Administering Department Discretionary Grants," or about any other aspect of administering your grant award to the Department program staff person named in Block 3 of the Grant Award Notification.

GAN ENCLOSURE 1
Revised 10/2024

SELECTED TOPICS IN ADMINISTERING DEPARTMENT DISCRETIONARY GRANTS

I. Financial Management Systems (2 CFR § 200.302)

The grantee's and subrecipient's financial management system must provide for the following (see §§ 200.334, 200.335, 200.336, and 200.337):

- Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.
- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements in §§ 200.328 and 200.329.
- Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.
- Effective control over, and accountability for, all funds, property, and assets. The grantee or subrecipient must safeguard all assets and ensure they are used solely for authorized purposes. See § 200.303.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement the requirements of § 200.305.
- Written procedures for determining the allowability of costs in accordance with subpart E of 2 CFR Part 200 and the terms and conditions of the Federal award.

State systems must account for funds in accordance with State laws and procedures that apply to the expenditure of and the accounting for a State's own funds. A State's procedures, as well as those of its subrecipients and contractors, must be sufficient to permit the preparation of reports that may be required under the award as well as provide the tracing of expenditures to a level adequate to establish that award funds have not been used in violation of any applicable statutory restrictions or prohibitions.

II. Internal controls (2 CFR § 200.303)

The grantee and subrecipient must:

- Establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the grantee or subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.
- Evaluate and monitor the grantee's or subrecipient's compliance with statutes, regulations, and the terms and conditions of Federal awards.

- Take prompt action when instances of noncompliance are identified.
- Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

III. Federal Payment (2 CFR § 200.305)

Under this part --

- the Department pays grantees in advance of their expenditures if the grantee demonstrates a willingness and ability to minimize the time between the transfer of funds to the grantee and the disbursement of the funds by the grantee;
- where the time between the transfer of funds to the grantee and the disbursement of funds cannot be minimized, the preferred method of payment is reimbursement of expenditures incurred by the non-Federal entity;
- grantees, generally, must maintain advance payments of Federal awards in interest bearing accounts that are insured; grantees or subrecipients may retain up to $500 per year of interest earned on Federal funds to use for administrative expenses of the grantee or subrecipient. Any additional interest earned on Federal funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. All interest in excess of $500 per year must be returned to PMS regardless of whether the grantee or subrecipient was paid through PMS. Instructions for returning interest can be found at: Returning Funds/Interest | HHS PSC FMP Payment Management Services.

In general, grantees should make payment requests frequently, only for small amounts sufficient to meet the cash needs of the immediate future.

The Department has recently encountered situations where grantees failed to request funds until long after the grantee actually expended its own funds for the costs of its grant. Grantees need to be aware that, by law, Federal funds are available for grantees to draw down for only a limited period of time, after which the funds revert to the U.S. Treasury. In some cases grantees have requested funds too late for the Department to be able to pay the grantees for legitimate costs incurred during their project periods. The Department urges financial managers to regularly monitor requests for payment under their grants to assure that Federal funds are drawn from the Department G5 Payment System at the time those funds are needed for payments to vendors and employees.

IV. Personnel (EDGAR 34 CFR §§ 75.511-75.519 and 2 CFR Part 200 Subparts D and E)

The rules governing personnel costs are located in EDGAR Part 75 and 2 CFR Part 200 Subparts D and E. Part 75 covers issues such as paying consultants with grant funds, prohibiting dual compensation of staff, and waiving the requirement for a full-time project director. The rules clarifying changes in key project staff are located in 2 CFR § 200.308 (f)(2). General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the post Federal award requirements and cost principles in 2 CFR Part 200

Subparts D and E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

V. Cost Principles (2 CFR Part 200 Subpart E)

All costs incurred under any grant are subject to the cost principles found in 2 CFR Part 200 Subpart E. The cost principles provide a list of selected items of allowable and unallowable costs and must be used in determining the allowability of costs funded under the grant.

VI. Procurement Standards (2 CFR §§ 200.317-327)

Under 2 CFR §§ 200.317 – 200.327, States are required to follow the procurement rules the States have established for purchases funded by non-Federal sources. When procuring goods and services for a grant's purposes, all other grantees (i.e., grantees that are not States) may follow their own procurement procedures, but only to the extent that those procedures meet the minimum requirements for procurement specified in the regulations. These requirements include written competition procedures and codes of conduct for grantee staff, as well as requirements for cost and price analysis, record-keeping and contractor compliance with certain Federal laws and regulations. These regulations also require grantees to include certain conditions in contracts and subcontracts, as mandated by the regulations and statutes.

VII. Indirect Costs (EDGAR §§§75.560-564, 76.560-569, and 2 CFR § 200.414)

In addition to the information presented below, see GAN ATTACHMENT 2 and 4 for additional information including restrictions related to temporary, de minimis, training, restricted and program prescribed indirect cost rates.

A. Unrestricted Indirect Cost Rate

To utilize an unrestricted indirect cost rate the grant must not have restricted (supplement-not-supplant), training, or program specific indirect cost rate restrictions.

To obtain an unrestricted indirect cost rate the grantee may:

- negotiate an indirect cost agreement with its cognizant agency for indirect costs (2 CFR §200.1 "Cognizant agency for indirect costs"), by submitting an indirect cost proposal within 90 days after the award of this grant; or
- elect to utilize the de minimis rate under 2 CFR §200.414(f); or
- a temporary indirect cost rate subject to the limitations in 34 CFR §75.560(d)

The grantee must provide proof of its negotiated indirect cost rate agreement to the Department as soon as it has signed such an agreement with its cognizant agency.

B. Temporary Indirect Cost Rate

A grantee that does not have a current negotiated indirect cost rate agreement may recover indirect costs at a temporary rate, which is limited to 10% of budgeted direct salaries and wages (See 34 CFR §§ 75.560(c) and 76.560(d)); or it may choose not to charge indirect costs to the grant. The temporary rate can only be used for 90 days unless the exceptional circumstances apply under 34 CFR § 75.560(d)(2).

If the grantee has not submitted its indirect cost proposal to its cognizant agency within the 90-day period, it may no longer recover indirect costs utilizing the temporary indirect cost rate until it has negotiated an indirect cost rate agreement with its cognizant agency. Once a grantee obtains a current federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

C. De minimis Indirect Cost Rate

Institutions of Higher Education (IHEs), federally recognized Indian Tribes, State and Local Governments[1] receiving less than $35 million (appendix VII to this part, paragraph D.1.b) in direct federal funding, and nonprofit organizations, if they do not have a current negotiated (including a provisional[2]) rate, and are not subject to the Department's training rate or restricted rate (supplement-not-supplant provisions) may elect to charge a de minimis indirect cost rate of 15% of modified total direct costs (2 CFR 200.1 "Modified Total Direct Cost (MTDC)). This rate may be used indefinitely.

MTDC consists of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first $50,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items, including contract costs in excess of $50,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (2 CFR 200.1 "Modified Total Direct Cost (MTDC)).

Additionally, the de minimis rate may not be used by grantees that are subject to the Department's training indirect cost rate (34 CFR § 75.562) or restricted indirect cost (34 CFR §§ 75.563 and 76.563). The de minimis rate may be used indefinitely. However, if a grantee chooses to use the de minimis rate to recover indirect costs, it must do so for all its Federal awards until such time as the grantee negotiates an indirect cost rate with its cognizant Federal agency. Once a grantee obtains a current federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

D. Restricted Indirect Cost Rate (Programs with a Supplement-not-supplant requirement

A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant Federal agency for indirect costs

[1] Note that a State-funded institution of higher education is not considered a "State government" for these purposes.
[2] Provisional rate means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a final rate for the period.

or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR §§ 75.563 and 76.564 – 76.569, is not less than 8% MTDC. A State or local government[3] that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate but may utilize the temporary rate until a restricted indirect cost rate is negotiated.

E. Training Grant Indirect Cost Rate

If the grantee is a training grant recipient and is not a State, local, or Tribal government[4], the grantee must negotiate a rate under 34 CFR § 75.562. This provision limits indirect cost recovery to 8% of modified total direct costs or the grantee's negotiated indirect cost rate, whichever is less.

The recovery using the training grant indirect cost rate is subject to the following limitations:

i. The lesser of the 8% indirect cost rate or negotiated indirect cost rate also applies to sub-awards that fund training.
ii. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States as defined in 2 CFR § 200.1, respectively.
iii. Indirect costs in excess of the 8% limit may not be charged directly, used to satisfy matching or cost-sharing requirements, or charged to another Federal award.
iv. A grantee using the training rate of 8% is required to have documentation available for audit that shows that its negotiated indirect cost rate is at least 8%.

F. Program-Specific Indirect Cost Rate

Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery instead of the general requirements described here.

VIII. Audit Requirements (2 CFR Part 200 Subpart F)

2 CFR 200 Subpart F requires that grantees that are non-Federal entities (a State, local government, Indian tribe, IHE, or nonprofit organization that carries out a Federal award as a recipient or subrecipient) obtain a non-Federal audit of their expenditures under their Federal grants if the grantee expends more than $1,000,000 in Federal funds in one fiscal year. 2 CFR Part 200 Subpart F contains the requirements imposed on grantees for audits conducted in connection with the Single Audit Act of 1984—Public Law No. 98-502 and its Amendments of 1996—Public Law No. 104-.

The Department recommends hiring auditors who have specific experience in auditing Federal awards under the regulations and the Compliance Supplement.

[3] Note that a State-funded institution of higher education is not considered a "State government" for these purposes.
[4] Note that a State-funded institution of higher education is not considered a "State government" for these purposes; and a Tribal college or university funded by a federally recognized Tribe is not considered a Tribe for these purposes.

IX. Other Considerations

Some other topics of financial management covered in 2 CFR Part 200 that might affect particular grants include program income (2 CFR § 200.307), cost sharing or matching (2 CFR § 200.306), property management requirements for equipment (2 CFR § 200.313), and equipment and other capital expenditures (2 CFR § 200.439).

GAN ENCLOSURE 2
Revised 10/2024

MEMORANDUM TO ED DISCRETIONARY GRANTEES

You are receiving this memorandum to remind you of Federal requirements, found in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements,* regarding cash drawdowns under your grant account.

For any cash that you draw from your Department of Education (*the* Department) grant account, you must:

- draw down only as much cash as is necessary to meet the immediate needs of the grant project;
- keep to the minimum the time between drawing down the funds and paying them out for grant activities; and
- return to the Government the interest earned on grant funds deposited in interest-bearing bank accounts except for a small amount of interest earned each year that your entity is allowed to keep to reimburse itself for administrative expenses).

In order to meet these requirements, you are urged to:

- take into account the need to coordinate the timing of drawdowns with prior internal clearances (e.g., by boards, directors, or other officials) when projecting immediate cash needs so that funds drawn down from ED do not stay in a bank account for extended periods of time while waiting for approval;
- monitor the fiscal activity (drawdowns and payments) under your grant on a continuous basis;
- plan carefully for cash flow in your grant project during the budget period and review project cash requirements before each drawdown; and
- pay out grant funds for project activities as soon as it is practical to do so after receiving cash from the Department.

Keep in mind that the Department monitors cash drawdown activity for all grants. Department staff will contact grantees who appear to have drawn down excessive amounts of cash under one or more grants during the fiscal quarter to discuss the particular situation. For the purposes of drawdown monitoring, the Department will contact grantees who have drawn down 50% or more of the grant in the first quarter, 80% or more in the second quarter, and/or 100% of the cash in the third quarter of the budget period. However, even amounts less than these thresholds could still represent excessive drawdowns for your particular grant activities in any particular quarter. Grantees determined to have drawn down excessive cash will be required to return the excess funds to the Department, along with any associated earned interest, until such time as the money is legitimately needed to pay for grant activities. If you need assistance with returning funds and interest, please contact the Department's G5 Hotline by calling 1-888-336-8930.

Grantees that do not follow Federal cash management requirements and/or consistently appear on the Department's reports of excessive drawdowns could be:

- subjected to specific award conditions or designated as a "high-risk" grantee [2 CFR Part 200.208 and 2 CFR 3474.10], which could mean being placed on a "cash-reimbursement" payment method (i.e., a grantee would experience the inconvenience of having to pay for grant activities with its own money and waiting to be reimbursed by the Department afterwards);

- subject to further corrective action;
- denied selection for funding on future ED grant applications [EDGAR 75.217(d)(3)(ii)]; and/or
- debarred or suspended from receiving future Federal awards from any executive agency of the Federal government.

You are urged to read 2 CFR Part 200.305 to learn more about Federal requirements related to grant payments and to determine how to apply these requirements to any subgrantees. You are urged to make copies of this memorandum and share it with all affected individuals within your organization.

Frequently Asked Questions (FAQs) to Assist U.S. Department of Education (ED) Grantees to Appropriately Use Federal Funds for Food, Conferences, and Meetings[1]

August 2024

Using Federal ED Grant (Discretionary and Formula) Funds for Food

1. May a grantee use its U.S. Department of Education (ED) grant funds for food, beverages, or snacks at an event related to its grant?

All grant expenditures, including those for food, beverages, or snacks, must be reasonable, necessary, allocable to the grant, and allowable. (Office of Management and Budget's (*OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* at 2 CFR §§ 200.403 through 200.405).[2]

Generally, a grantee needs to substantiate with specificity the rationale for why paying for food and beverages with Department funds is necessary to meet the goals and objectives of a grant. When a grantee is hosting an event related to its ED grant, the grantee should first consider structuring the agenda for the meeting so that there is time for participants to bring or purchase their own food, beverages, and snacks. In addition, when planning a meeting, grantees may want to consider a location in which participants have easy access to food and beverages.

There may be limited circumstances under which providing food or beverages is reasonable and necessary to achieve the purpose of a particular grant. Because food and beverage costs are not of a type generally recognized as ordinary and necessary for the operation of the grantee or the proper and efficient performance of the Federal award (see 2 CFR § 200.404(a)), grantees must document their evidence and analysis that justify that the use of food or beverage is reasonable and necessary in each instance.

In determining reasonableness of a given cost, including those for food and drink, consideration must be given to:

- Whether the cost is generally recognized as ordinary and necessary for the grantee's operation or the proper and efficient performance of the Federal award;
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, State, local, Tribal, and other laws and regulations; and terms and conditions of the Federal award;
- Market prices for comparable costs for the geographic area;
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the recipient or grantee, its employees, its students or membership (if applicable), the public at large, and the Federal Government; and

[1] Other than statutory and regulatory requirements included in the document, the contents of this FAQ document do not have the force and effect of law and are not meant to bind the public. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

[2] Revisions to 2 CFR part 200, referred to as the "OMB Uniform Guidance," were published on April 22, 2024, and are generally effective on October 1, 2024. In general, the April 2024 revisions do not substantively affect the content in this FAQ document. While the OMB Uniform Guidance in 2 CFR § 200.1 defines recipient, this FAQ uses the term grantee to align with the definitions that apply to ED regulations in the Education Department General Administrative Regulations (EDGAR) in 34 CFR § 77.1.

- Whether the cost represents a deviation from the recipient or grantee's established written policies and procedures for incurring (2 CFR § 200.404).

Please note that, in addition to determining whether the costs are necessary and reasonable, State grantees also must determine whether the same costs are allowable under State law for the use of State funds. Under 2 CFR § 200.302(a), States are required to expend and account for Federal funds in accordance with State laws and procedures for expending and accounting for their own State funds. In other words, if State laws or procedures would not permit the use of State funds for conferences or meals, then State grantees may not use their Federal grant funds to pay those costs either.

2. Are there examples of when food costs might be considered reasonable and necessary to the performance of a particular grant?

The question of whether a food cost is reasonable and necessary to the performance of a grant will depend on the ED grant, including any program-specific rules or requirements that may apply to that grant, as well as the unique circumstances of the food cost. The following are some examples of situations when a food cost might be considered reasonable and necessary:

- Food costs at a family engagement event: For some ED programs, family engagement is a critical part of the purpose of the program or of the success of a project. In such a program, if a family meeting would occur during a typical mealtime, or if the grantee has evidence that attendance at the event would be affected by the absence of food or snacks, the grantee may be able to justify that is reasonable and necessary to provide light refreshments or meals to participants.

- Food costs for a working lunch at a day-long meeting: A grantee may find that one critical component of its grant activities is hosting an onsite day-long training for professionals working in a field that is a central focus of the grant. If the grantee is able to demonstrate that the lunchtime session is necessary to achieve the goals of the project, attendance at the lunchtime session is necessary to achieve full participation by attendees, and the business carried out at the lunchtime session could not be carried out at another reasonable time, the grantee may be able to justify that it is reasonable and necessary to provide meals or a snack to attendees.

- Light refreshments at a series of regular after-hours meetings: A grantee may find that an important part of its grant activities is hosting meetings after the traditional working day so that professionals from within the field but across different employers have an opportunity to collaborate on focused topics. If the grantee can demonstrate that the sessions have planned agendas that are central to the grant, that engaging this group of people is necessary to achieve the purposes of the grant, and that there is evidence that attendance at the meetings would be affected by the absence of food, the grantee may be able to justify that it is reasonable and necessary to provide light refreshments to participants.

- Costs of light snacks at a day-long meeting: To achieve the purposes of its grant, a grantee may find that is necessary to host day-long meetings or training sessions so that involved individuals can collaborate. If the grantee has evidence that providing light snacks (e.g., granola bars and water) at the meeting will result in improved participation, such as more

time spent on grant activities and less time needed for breaks during the sessions, the grantee may be able to justify that is reasonable and necessary to provide light snacks to participants.

If an ED grantee has questions about a specific food cost, they should contact their ED program officer.

3. What are examples of situations when costs for food would not be considered reasonable and necessary?

There are some situations when food costs would not be considered reasonable and necessary to a grant or would otherwise be unallowable under the *Uniform Guidance* found at 2 CFR part 200.

- Food costs at networking sessions: In nearly all cases, using grant funds to pay for food and beverages for networking sessions with a purely social focus is not justified because participation in such activities is rarely necessary to achieve the purpose of the grant.
- Food costs at regular staff meetings: Food costs for recurring business meetings, staff meetings, or other day-to-day activities are generally not reasonable because participation in such activities is rarely necessary to achieve the purpose of the grant.
- Food costs for remote meetings: Food costs for meetings conducted remotely, such as sending food to individual meeting participants' locations, are generally not justified since participants' participation is less impacted by them attending the meeting remotely.
- Entertainment: Federal grant funds may not be used to pay for entertainment, which includes costs for amusement, diversion, and social activities, unless they have a specific and direct programmatic purpose and are included in the Federal award. 2 CFR § 200.438. Celebrations, receptions, banquets, and other social events generally are not events where purchasing food with ED grant funds is appropriate.
- Alcohol: In all cases, use of Federal funds for alcoholic beverages is unallowable. 2 CFR § 200.423.

Using ED Federal Grant (Discretionary and Formula) Funds to Host a Meeting or Conference

4. May a grantee receiving funds from ED use its Federal grant funds to host a meeting or conference?

Yes. Federal grant funds may be used to host a meeting or conference if doing so is:

- Consistent with its approved application or plan;
- For purposes that are directly relevant to the program and the operation of the grant, such as for conveying technical information related to the objectives of the grant; and
- Reasonable and necessary to achieve the goals and objectives of the approved grant.

The *Uniform Guidance* in 2 CFR § 200.432 describes costs associated with conferences that may be allowable.

5. What are examples of "technical information" that may be conveyed at a meeting or conference?

Examples of technical information include, but are not limited to, the following, each of which must be related to implementing the program or project funded by the grant:

- Specific programmatic, administrative, or fiscal accountability requirements;
- Best practices in a particular field;
- Theoretical, empirical, or methodological advances in a particular field;
- Effective methods of training or professional development; and
- Effective grant management and accountability.

6. What factors should a grantee consider when deciding whether to host a meeting or conference?

Grantees should consider whether a face-to-face meeting or conference is the most effective or efficient way to achieve the desired result and whether there are alternatives, such as webinars or video conferences, that would be equally or similarly effective and more efficient in terms of time and costs than a face-to-face meeting. In addition, grantees should consider how the meeting or conference will be perceived by the public; for example, will the meeting or conference be perceived as a good use of taxpayer dollars?

7. Are there conflict-of-interest rules that grantees should follow when selecting vendors, such as logistics contractors, to help with a meeting or conference?

As specified in 2 CFR § 200.317, States and Indian Tribes[3] must comply with their own procurement policies and procedures, including any policies or procedures for ensuring that there are no conflicts of interest in the procurement process. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: 2 CFR §§ 200.321, 200.322, 200.323, and 200.327. If a State or Indian Tribe does not have its own procurement policies and procedures, it must follow the procurement standards in 2 CFR §§ 200.318 through 200.327.

Other grantees must follow procurement procedures that are consistent with their State, local, or Tribal laws and regulations, as appropriate, and that are also consistent with 2 CFR §§ 200.318 through 200.327, including the minimum requirements in 2 CFR § 200.318 related to conflict of interest rules.

8. When a meeting or conference is hosted by a grantee and charged to a Federal grant, may the meeting or conference be promoted as a U.S. Department of Education event?

No. Meetings and conferences hosted by grantees are directed by the grantee, not the U.S. Department of Education. Therefore, the meeting or conference may not be promoted as a U.S. Department of Education meeting or conference, and the seal of the U.S. Department of Education must not be used on conference materials or signage, without ED's written approval. In addition, all meeting or conference materials paid for with Federal grant funds must include appropriate disclaimers, such as the disclaimer provided in 34 CFR§ 75.620. That language reads:

[3] Please note that "States" were the only entities listed under 2 CFR § 200.317 prior to the revisions announced in OMB's April 22, 2024, *Federal Register* notice.

The contents of this [insert type of publication; such as book, report, film, website, and web page] were developed under a grant from the U.S. Department of Education (Department). The Department does not mandate or prescribe practices, models, or other activities described or discussed in this document. The contents of this [insert type of publication] may contain examples of, adaptations of, and links to resources created and maintained by another public or private organization. The Department does not control or guarantee the accuracy, relevance, timeliness, or completeness of this outside information. The content of this [insert type of publication] does not necessarily represent the policy of the Department. This publication is not intended to represent the views or policy of, or be an endorsement of any views expressed or materials provided by, any Federal agency.

Please note that if a grantee charges a fee for attendance at a particular meeting or conference paid for with Federal grant funds, any income generated must be treated as program income under 2 CFR § 200.307 or specific program regulations addressing program income.

9. When a grantee is hosting a meeting or conference, may the grantee use Federal grant funds to pay for food, beverages, or snacks?

As detailed in questions #1-3 above, in general there is a need to substantiate with specificity the rationale for why paying for food and beverages with Department funds is necessary to meet the goals and objectives of a grant, but there may be circumstances when providing food or beverages at a conference is reasonable and necessary to achieve the purpose of the grant. Please see those questions for information about requirements and considerations related to food costs.

10. May a grantee contract with a hotel under which Federal grant funds will be used to provide meals, snacks, and beverages as part of the cost for meeting rooms and other allowable conference-related costs?

Federal grant funds may only be used for expenses that are reasonable and necessary. In planning a conference or meeting and negotiating with vendors for meeting space and other relevant goods and services, grantees may only pay for allowable costs. The fact that food and beverages are embedded in a contract for meeting space does not mean that the food and beverages are being provided at no cost to the grantee. Therefore, if the food and beverage cost is not an allowable cost, and a hotel vendor embeds food and beverage costs into a hotel contract for meeting space, the grantee should work with the hotel to have the food and beverage costs identified and removed from the contract, and have the price for the meeting space appropriately adjusted.

11. What if a hotel or other venue provides "complimentary" beverages (e.g., coffee, tea) and there is no charge to the grantee hosting the meeting?

The grantee has an obligation, under these circumstances, to confirm that the beverages are truly complimentary and will not be reflected as a charge to the grant in another area. For example, many hotels provide complimentary beverages to all guests who attend a meeting at their facility without reflecting the costs of those beverages in other items that their guests or, in this case, the grantee purchases. As noted above, it would not be acceptable for a vendor to embed the cost of beverages in other costs, such as meeting space, without those costs being separately allowable.

12. May indirect cost funds be used to pay for food and beverages?

No. The cost of food and beverages, which are related to meetings that are easily associated with a specific cost and grant objectives, are more appropriately treated as direct costs rather than indirect

costs. As noted above, Federal grant funds cannot be used to pay for food and beverages unless doing so is reasonable and necessary.

13. May a grantee use non-Federal resources (e.g., State or local resources) to pay for food or beverages at a meeting or conference that is being held to meet the goals and objectives of its grant?

Grantees should follow their own policies and procedures and State and local law for using non-Federal resources to pay for food or beverages, including its policies and procedures for accepting gifts or in-kind contributions from third parties. Grantees should be sure that any food and beverages provided with non-Federal funds are appropriate for the grantee event, and do not detract from the event's purpose. Please note that, in general, any funds that a grantee contributes to a project as part of the program's matching or cost-sharing requirement would be subject to the same rules that govern the Federal funds; therefore, the non-Federal funds used to pay for food and beverages for a meeting or conference could only be eligible for use in meeting cost-share or match obligations if Federal funds would also be allowable to pay for the food and beverages.

14. May grantees provide meeting participants with the option of paying for food and beverages (e.g., could a grantee have boxed lunches provided at cost for participants)?

Yes. Grantees may offer meeting participants the option of paying for food (such as lunch, breakfast, or snacks) and beverages, and arrange for these items to be available at the meeting.

Using Federal Grant Funds to Pay for Costs of Attending a Meeting or Conference Sponsored by ED or a Third Party

15. May grantees use Federal grant funds to pay for the cost of attending a meeting or conference?

If attending a meeting or conference is necessary to achieve the goals and objectives of the grant, and if the expenses are reasonable (based on the grantee's own policies and procedures, and State and local laws), Federal grant funds may be used to pay for travel expenses of grantee employees, consultants, or experts to attend a meeting or conference. To determine whether a meeting or conference is "necessary," grantees should consider whether the goals and objectives of the grant can be achieved without the meeting or conference and whether there is an equally effective and more efficient way (in terms of time and money) to achieve the goals and objectives of the grant (see question #6). To determine whether the expenses are "reasonable," grantees should consider how the costs (e.g., lodging, travel, registration fees) compare with other similar events and whether the public would view the expenses as a worthwhile use of Federal funds.

16. What should a grantee consider when planning to use Federal grant funds for attending a meeting or conference?

Among other considerations, grantees should consider how many people should attend a meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant. The grantee should also determine whether it is necessary to attend the entire meeting or conference, or whether attending only a portion of the meeting or conference is reasonable and necessary.

17. What travel expenses may be paid for with Federal grant funds?

Grantees may use Federal grant funds for travel expenses only to the extent such costs are reasonable and necessary and do not exceed charges normally allowed by the grantee in its regular operations consistent with its written travel policies. See 2 CFR § 200.475. Federal grant funds may be used to pay expenses for transportation, per diem, and lodging if the costs are reasonable and necessary. Federal grant funds may not be spent on alcohol. See 2 CFR § 200.423. Grantees should follow their own travel and per diem rules and costs when charging travel expenses to their Federal grant. In the absence of an acceptable written policy regarding travel costs, grantees must satisfy the requirements of 2 CFR § 200.475(d).

18. What should grantees consider when including Federal employees at a grantee-sponsored meeting or conference?

In some situations, a grantee may invite a Federal employee to participate in or present at a grantee-organized meeting or conference. Federal employees are subject to Federal ethics laws and regulations. This includes laws and regulations governing conflicts of interest and gifts (e.g., waiver of a registration fee, travel expenses, and meals). Grantees may be subject to their own ethics laws and regulations, and grantee employees should ensure that they comply with them.

Questions Regarding the Allowable Use of Federal Grant Funds

19. What resources are available to help grantees determine whether costs associated with meetings and conferences are reasonable and necessary?

Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable, necessary, and allowable, especially the regulations found at 2 CFR part 200.

20. Is it allowable for a person whose travel costs are being paid with Federal grant funds to attend a conference in Washington, D.C., and lobby members of Congress while in town?

Appropriated funds may not, except under very limited circumstances, be used for expenses related to any activity designed to influence the enactment of legislation, appropriations, regulations, administrative actions, or Executive Orders proposed or pending before the Congress or the Administration. See 2 CFR § 200.450. To the extent that a portion of time at a conference is spent on lobbying activities, costs associated with the lobbying, including transportation to and from Washington, D.C., lodging, and per diem, may not be charged to the Federal grant. For example, if a meeting or conference lasts for two days and a visit to lobby a member of Congress requires an additional day of travel, it could be determined that one-third (1/3) of all costs involved in attending the meeting or conference, including travel to and from Washington, D.C., may not be charged to the grant.

On the other hand, educating members of Congress about facts relevant to a particular grant program would not, absent other facts, constitute lobbying. For example, it would not be considered a prohibited lobbying activity for a grantee to inform a member of Congress about its program, the services it provides, and the individuals it serves. It also would not be considered a prohibited lobbying activity to attend a presentation by members of Congress related to issues relevant to a grantee's program or the population it serves in general. However, such education-oriented

discussions could easily cross—or appear to cross—the thin line to prohibited lobbying activities. For example, a discussion about the challenges a grantee faces with respect to requirements governing matching funds could easily expand to a discussion about the need for more appropriated funds or legislative changes, which would constitute prohibited lobbying activities. Given that Congress frequently considers the reauthorization of ED programs, a grantee's interactions with members of Congress on such topics could meet the definition of lobbying, which is prohibited. In that case, the costs associated with those interactions could not be supported with Federal funds.

21. What are the consequences of using Federal grant funds on unallowable expenses?

ED may seek to recover any Federal grant funds identified, in an audit or through program monitoring, as having been used for unallowable costs, including unallowable conference expenses.

22. Whom should grantees call if they have specific questions about the allowable use of Federal grant funds?

ED grantees are encouraged to contact their ED program officer to discuss the allowable use of Federal grant funds, including the allowable use of Federal grant funds for meetings and conferences.

GAN Enclosure 4
Revised 10/2024

MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (the Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information.

A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the Payment Integrity Information Act (PIIA) of 2019.

Excessive Drawdowns

In the context of grants, excessive drawdown refers to the situation where a grantee withdraws more funds than necessary from the grantor, which can lead to financial and compliance issues. In accordance with cash management requirements, grant funds are drawn down incrementally to cover immediate expenses related to the grant activities. If a grantee draws down excessive funds, they may be required to return the surplus along with interest. This situation can arise from poor financial management, lack of proper accounting practices, or misalignment with the grant's stipulated budget and objectives.

To avoid excessive drawdown, it is crucial for grantees to implement and maintain robust accounting systems, track expenses accurately, and adhere to the grant's budget and reporting requirements. Proper planning and monitoring of fund allocation, maintaining accurate records, and ensuring timely drawdowns aligned with actual expenses are essential practices. Additionally, grantees should be aware of the specific drawdown procedures and requirements set by the grantor, which can vary depending on whether the grant is federally funded or comes from other sources.

Cash Management Requirements

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,[1] as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);

2. Payments to States under programs that are not covered by a TSA; and

3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

[1] The Department adopts the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

Fund transfer requirements for grantees other than State governments and subgrantees

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "For recipients and subrecipients other than States, payment methods must minimize the time elapsing between the transfer of funds from the Federal agency or the pass-through entity and the disbursement of funds by the recipient or subrecipient regardless of whether the payment is made by electronic funds transfer or by other means." 2 CFR § 200.305(b).

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the recipient or subrecipient, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (3) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

GAN Enclosure 4
Revised 10/2024

Returning Earned Interest

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(11) for those conditions. The requirements regarding interest accrual and remittance follow:

Recipients or subrecipients may retain up to $500 per year of interest earned on Federal funds to use for administrative expenses of the recipient or subrecipient. Any additional interest earned on Federal funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. All interest in excess of $500 per year must be returned to PMS regardless of whether the recipient or subrecipient was paid through PMS. Instructions for returning interest can be found at Returning Funds/Interest | HHS PSC FMP Payment Management Services. 2 CFR § 200.305(b)(12). Additionally, these instructions are provided below.

1. **Returning Interest to PMS**

   PMS is the central collection point for interest earned on all federal grants, whether they are paid through the Payment Management System or not.

   a. **Domestic** Automated Clearing House (ACH) Returns (Direct Deposit)

   Returning funds via Automated Clearing House (ACH) means you will most likely be returning funds in the manner in which they were received at your organization.

   ACH account information to be included:

   - PSC ACH Routing Number is: 051036706
   - PSC DFI Accounting Number: 303000
   - Bank Name: Credit Gateway - ACH Receiver
   - Location: St. Paul, MN

   Additionally, include the following:

   - An explanation stating that the refund is for interest
   - The name of the awarding agency
   - The grant number(s) for which the interest was earned
   - The return should be made payable to: Department of Health and Human Services.

   b. **International** Automated Clearing House (ACH) Returns (Direct Deposit)

   ACH Account Information to be Included For Payments Sent in **U.S. Dollars (USD)**:

   - Beneficiary Account: Federal Reserve Bank of New York/ITS (Can abbreviate: FRBNY/ITS)
   - Bank: Citibank N.A. (New York)
   - SWIFT Code: CITIUS33
   - Account Number: 36838868
   - Routing Number: 021000089
   - Bank Address: 388 Greenwich Street, New York, NY 10013

- Payment Details (Line 70): Agency Name (abbreviated when possible) and Agency Locator Code (ALC)
- Agency POC: James Kruper, (301) 492-4998

For a USD payment, the payment sender must include:

- **Agency Locator Code (ALC):** 75010501
- **Name:** US Department of Health and Human Services, PMS Account Number and Grant Subaccount Number in the Payment Details (Line 70) section of the SWIFT message.

This information must be in this section of the payment instructions, or the International Treasury Service (ITS) will not be able to identify the federal agency the payment is for. Without this identifying information, ITS will be required to return the payment as unidentified or unable to post. The receiving account is in the name of "Federal Reserve Bank of New York/ITS" and the payment originator should list that as the name on the beneficiary account.

Additionally, include the following:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

c. FedWire Returns

Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:

- Fedwire Routing Number: 021030004
- Agency Location Code (ALC): 75010501
- Bank Name: Federal Reserve Bank
- Treas NYC/Funds Transfer Division
- Location: New York, NY

Additionally, include the following:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

d. Check Returns (USPS Only)

Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.

- Interests returned by check are to be mailed (USPS only) to:

  HHS Program Support Center
  PO Box 979132
  St. Louis, MO 63197

  A brief statement explaining the nature of the return must be included.

  To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

Cash Management Monitoring Responsibilities of Pass-Through Entities

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

1. Verify that the subrecipient is not excluded or disqualified in accordance with §180.300. Verification methods are provided in § 180.300, which include confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information identified in § 200.332(b).

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring. See § 200.332(b) & (f).

4. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. See § 200.332(e).

5. Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 and in program regulations.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you

have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

GAN Enclosure 5
Revised 10/2024

RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

Q What are the Federal Laws and Regulations Regarding Payments to the States?

A The *Cash Management Improvement Act of 1990* (*CMIA*) establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, eCFR :: 31 CFR Part 205 -- Rules and Procedures for Efficient Federal-State Funds Transfers. Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

Q What is a Treasury-State Agreement (TSA)?

A A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify several different funding techniques that may be used by a State, but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?

A Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, see GAN Enclosure 4.

Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?

A If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program. Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

Q What if there is no TSA?

A When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

Q Who is responsible for Cash Management?

A Grantees and subgrantees that receive grant funds under programs of the Department are responsible for the financial management and maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in accordance with 2 CFR 200.302 and 200.303 respectively. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?

A Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

Q How soon may I draw down funds from the G5 grants management system?

A Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)

Q How may I use Federal funds?

A Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?

A The Federal agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. See § 200.208 for additional information on specific conditions. When the Federal agency or pass-through entity determines that noncompliance

cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

- Temporarily withhold payments until the recipient or subrecipient takes corrective action.
- Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.
- Suspend or terminate the Federal award in part or in its entirety.
- Initiate suspension or debarment proceedings as authorized in 2 CFR part 180 and the Federal agency's regulations, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.
- Withhold further Federal funds (new awards or continuation funding) for the project or program.
- Pursue other legally available remedies.

Q **Who is responsible for determining the amount of interest owed to the Federal government?**

A As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstances apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

Q **What information should accompany my interest payment?**

A In accordance with 2 CFR § 200.305(b)(12)), interest in excess of $500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Instructions for returning interest, including the information that must be submitted, can be found at Returning Funds/Interest | HHS PSC FMP Payment Management Services. Additionally, these instructions are provided in GAN Enclosure 4.

Q **Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?**

A The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

Q **For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?**

A A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

Q **Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?**

A Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shutdown. The guidance will include cash

management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.

Coversheet

2025-26 Committee Assignments - Revised

Section: VI. Topical
Item: B. 2025-26 Committee Assignments - Revised
Purpose: Vote
Submitted by:
Related Material: 2025-26 Committee Assignments - Revised (09.15.25).pdf

2025-26 Committee Membership – Last Updated 09.05.2025				
Committee	**Members**	**Chairperson**	**Staff Lead**	**Other Attendees**
Academic	Claire Grissom Chuck Daggs Margaret (Macke) Raymond	Claire Grissom	Crystal O'Rourke	Caprice Young Shun Dorsey Tom Peraic Andrea Hernandez Tina Hill
Finance	Ian Connell Anthony Di Vittorio Rosie Arroyo	Ian Connell	Noël Russell-Unterburger	Caprice Young Ami Ortiz Shun Dorsey Tom Peraic Prabhu Reddy Andrew Huaracha
Governance	Nora Crivello Ian Connell Shara Hegde (excused until 12/31/25) Niña Rosete (until 12/31/25)	Nora Crivello	Caprice Young	Tom Peraic Kirsten Carr

Development	Chuck Daggs Niña Rosete	Chuck Daggs	Shun Dorsey	Caprice Young Kirsten Carr Tom Peraic
Audit	Ian Connell Jan Mazyck Niña Rosete	Jan Mazyck	Noël Russell-Unterburger	Caprice Young Shun Dorsey Tom Peraic
NSSC	Kevin Sved Carl Cade Joe Lucente	Kevin Sved	Caprice Young	Noël Russell - Unterburger Shun Dorsey Tom Peraic

Coversheet

2025-26 Board & Committee Meeting Calendar - Revised

Section: VI. Topical
Item: C. 2025-26 Board & Committee Meeting Calendar - Revised
Purpose: Vote
Submitted by: Tom Peraic
Related Material: 2025-26 - Board & Committee Meeting Calendar - Revised (09.15.25).pdf

BACKGROUND:

There have been some calendar issues since this item was last presented to and approved by the Board - please note the following proposed revisions, discussed and recommended by the Governance Committee:

1. 12/01/25 - Audit Committee Meeting, Finance Committee Meeting;

2. 01/10/26 - Board Retreat; and,

3. 03/09/25 - Board Meeting.

RECOMMENDATION:

Approve the proposed calendar as presented or as amended during the discussion of this open meeting item.

2025-25 Board & Committee Meeting Schedule – Revised (09.15.25)

***Shara is on sabbatical from July 1, 2025 through December 31, 2025. During this time she will be attending Board meetings but is excused from Committee service.*

Annual Board & Committee Agenda Planning Calendar

Month						
September	**Governance** **Fri, Sept 5** 12:00 PM - 1:30 PM (1.5 hours)	**Academic Success** **Mon, Sept 15** 4:00 PM - 5:00 PM (1 hour)	**BOARD** **Mon, Sept 15** 6:00 PM - 8:30 PM (2.5 hours)	**Development** **Thur, Sept 18** 4:00 PM - 5:30 PM (1.5 hours)			
October	**Governance** **Thur, Oct 2** 3:30 PM - 5:00 PM (1.5 hours)	**Finance** **Thur, Oct 2** 6:00 PM - 7:30 PM (1.5 hours)	**BOARD** **Mon, Oct 20** 6:00 PM - 8:30 PM (2.5 hours)				
November	**Academic Success** **Mon, Nov 10** 4:00 PM - 5:00 PM (1 hour)	**Development** **Thur, Nov 13** 4:00 PM - 5:30 PM (1.5 hours)	**Governance** **Thur, Nov 20** 3:30 PM - 5:00 PM (1.5 hours)				
December	**Audit** **Mon, Dec 1** 5:00 PM - 6:00 PM (1 hour)	**Finance** **Mon, Dec 1** 6:00 PM - 7:30 PM (1.5 hours)	**BOARD** **Mon, Dec 8** 6:00 PM - 8:30 PM (2.5 hours)				
January	**BOARD Retreat** **SAT, Jan 10** 9:00 AM - 3:00 PM (6 hours) **WPS Campus**						

February	**Academic Success** **Mon, Feb 9** 4:00 PM - 5:00 PM (1 hour)	**Development** **Thur, Feb 12** 4:00 PM - 5:00 PM (1 hour)	**Governance** **Thur, Feb 19** 3:30 PM - 5:00 PM (1.5 hours)	**Audit** **Thur, Feb 26** 5:00 PM - 6:00 PM (1 hour)	**Finance** **Thur, Feb 26** 6:00 PM - 7:30 PM (1.5 hours)
March	**BOARD** **Mon, March 9** 6:00 PM - 8:30 PM (2.5 hours)	**Academic Success** **Mon, March 30** 4:00 PM - 5:00 PM (1 hour)			
April	**Development** **Thur, April 2** 4:00 PM - 5:00 PM (1 hour)	**Governance** **Thur, April 9** 3:30 PM - 5:00 PM (1.5 hours)	**Finance** **Thur, April 16** 6:00 PM - 7:30 PM (1.5 hours)	**BOARD** **Mon, April 20** 6:00 PM - 8:30 PM (2.5 hours)	
May	**Academic Success** **Mon, May 11** 4:00 PM - 5:00 PM (1 hour)	**Development** **Thur, May 14** 4:00 PM - 5:00 PM (1hour)	**Governance** **Thur, May 21** 3:30 PM - 5:00 PM (1.5 hours)	**Audit** **Thur, May 28** 5:00 PM - 6:00 PM (1 hour)	**Finance** **Thur, May 28** 6:00 PM - 7:30 PM (1.5 hours)
June	**BOARD** **Mon, June 8** 6:00 PM - 8:30 PM (2.5 hours)				

Coversheet

Prop 28 Reports

Section:	VI. Topical
Item:	D. Prop 28 Reports
Purpose:	Vote
Submitted by:	Tom Peraic
Related Material:	GPS Annual Report - AMS (09.15.25).pdf HPS Annual Report - AMS (09.15.25).pdf WPS Annual Report - AMS (09.15.25).pdf HCC Annual Report - AMS (09.15.25).pdf ELOP 25-26 Budget Planning 3.3.25nru (09.15.25).xlsx

BACKGROUND:

Board approval is required for Prop 28 annually on or before September 30 of each year. The reports presented reflect the data for the CDE and the ELOP budget document contains the information that Ami used to prepare the reports.

RECOMMENDATION:

Approval of the Prop 28 reports.

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2024-25

Name: Gilroy Prep (a Navigator School)
CDS Code: 4369484-0123760
Charter School Number: 1278
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

GPS students will have the opportunity to participate in a full band program afterschool. This band program has

319/2500

2. Number of full-time equivalent teachers (certificated). 33

3. Number of full-time equivalent personnel (classified). 8

4. Number of full-time equivalent teaching aides. 38

5. Number of students served. 580

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 09/15/

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 2024-25

Name: Hollister Prep
CDS Code: 3567470-0127688
Charter School Number: 1507
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

HPS students participate in dance & movement rotations during their

185/2500

2. Number of full-time equivalent teachers (certificated). 30

3. Number of full-time equivalent personnel (classified). 9

4. Number of full-time equivalent teaching aides. 33

5. Number of students served. 540

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 09/15/

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 2024-25

Name: Watsonville Prep
CDS Code: 4477248-0138909
Charter School Number: 2032
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

WPS scholars have a wide range of activities and exposure to the world of arts & music. They participate in dance

279/2500

2. Number of full-time equivalent teachers (certificated).	31
3. Number of full-time equivalent personnel (classified).	9
4. Number of full-time equivalent teaching aides.	36
5. Number of students served.	231
6. Number of school sites providing arts education.	1
Date of Approval by Governing Board/Body	09/15/

Annual Report Data URL

The Annual Report Data URL field is

and Music in Schools Funding

Annual Report

Fiscal Year 2024-25

Name: Hayward Collegiate Charter
CDS Code: 01-10017-0138867
Charter School Number: 2027
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Community School of Music & Arts provides standards-based curriculum in

118/2500

2. Number of full-time equivalent teachers (certificated). 11

3. Number of full-time equivalent personnel (classified). 6

4. Number of full-time equivalent teaching aides. 17

5. Number of students served. 238

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 09/15/

Annual Report Data URL

The Annual Report Data URL field is required (1-255 characters).

Completed

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

ELOP 25-26 Budget Planning 3.3.25nru (09.15.25).xlsx