



Navigator Schools

Governance Committee Meeting

Date and Time

Friday April 17, 2026 at 9:15 AM PDT

Location

Google Meet joining info

Video call link: <https://meet.google.com/bhr-huvo-wpi>

Or dial: (US) +1 512-813-1385 PIN: 251 048 385#

More phone numbers: <https://tel.meet/bhr-huvo-wpi?pin=9149324282592>

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

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:15 AM
Opening Items			
A. Call the Meeting to Order		Nora Crivello	1 m

	Purpose	Presenter	Time
Nora Crivello, Committee Chair, will call the meeting to order.			
B. Record Attendance and Guests	Vote	Nora Crivello	1 m
The Committee Chair will identify guests, take attendance via roll-call, and establish a quorum.			
C. Approve Minutes from Previous Meeting	Approve Minutes	Nora Crivello	1 m
Approve minutes for Governance Committee Meeting on March 26, 2026			
D. Public Comment		Nora Crivello	3 m
The Committee Chair will entertain public comments, if any.			
E. Opening Comments from Committee Chair		Nora Crivello	3 m
Nora Crivello, Committee Chair, will provide opening comments.			
F. Opening Comments from CEO & Superintendent		Caprice Young	3 m
Dr. Caprice Young, CEO & Superintendent, will provide opening comments.			

II. Action Items 9:27 AM

A. New Board Members	Vote	Nora Crivello	20 m
The Governance Committee will review prospective board candidates and consider whether to recommend one or more new members for appointment to the Navigator Schools Board of Directors.			
B. Growth and Renewals Update	Discuss	Caprice Young	20 m
Dr. Caprice Young, CEO & Superintendent, will provide a general update on organizational growth and school renewal efforts.			
C. Abacus ICA	Vote	Tom Peraic	5 m
The committee will review and consider the Abacus ICA for approval.			
D. Grapple ICA	Vote	Tom Peraic	5 m
The committee will review and consider the Grapple contract for approval.			
E. TFA Contract	Vote	Tom Peraic	5 m
The committee will review and consider the proposed Teach for America contract for approval.			

	Purpose	Presenter	Time
F. GPS MOU	Vote	Tom Peraic	5 m
<p>The Committee will review the Memorandum of Understanding (MOU) for Gilroy Prep School and consider making a recommendation to the Board regarding approval.</p>			

III. Closing Items **10:27 AM**

A. Adjourn Meeting	Vote	Nora Crivello	3 m
<p>The Committee will consider the date and time for its next meeting and will vote to adjourn the meeting.</p>			

Coversheet

Approve Minutes from Previous Meeting

Section: I. Opening Items
Item: C. Approve Minutes from Previous Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Governance Committee Meeting on March 26, 2026

APPROVED



Navigator Schools

Minutes

Governance Committee Meeting

Date and Time

Thursday March 26, 2026 at 3:30 PM

Location

Google Meet joining info

Video call link: <https://meet.google.com/dos-itsv-rxr>

Or dial: (US) +1 786-766-6942 PIN: 971 558 024#

More phone numbers: <https://tel.meet/dos-itsv-rxr?pin=1801620059787>

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

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

Committee Members Present

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

Committee Members Absent

None

Guests Present

Caprice Young (remote), Kirsten Carr (remote), Tom Peraic (remote)

I. Opening Items

A. Call the Meeting to Order

Nora Crivello called a meeting of the Governance Committee of Navigator Schools to order on Thursday Mar 26, 2026 at 3:33 PM.

B. Record Attendance and Guests

C. Approve Minutes from Previous Meeting

Shara Hegde made a motion to approve the minutes from Governance Committee Meeting on 02-19-26.

Ian Connell seconded the motion.

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

D. Public Comment

There was no public comment.

E. Opening Comments from Committee Chair

Nora Crivello, Committee Chair, offered that recruitment of Board members who in addition to their skills also help the organization with local quorum requirements is important.

F. Opening Comments from CEO & Superintendent

Dr. Caprice Young, CEO & Superintendent, shared information about potential new Board members, the planned transition concerning Noël Russell-Unterburger, Chief Financial & Operating Officer, and a focus on the retention of a Chief Operating Officer.

II. Governance

A. Consideration of CRLA Sublease

Nora Crivello made a motion to approve the CRLA Sublease.

Ian Connell seconded the motion.

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

B. Consideration of Orange County Support Office Lease

Shara Hegde made a motion to approve the Orange County Support Office Lease.

Ian Connell seconded the motion.

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

C. Ratification of Cariina Contract

Nora Crivello made a motion to ratify Dr. Young's execution of the Cariina contract.
Shara Hegde seconded the motion.
The committee **VOTED** to approve the motion.

Roll Call

Ian Connell Abstain
Nora Crivello Aye
Shara Hegde Aye

D. Consideration of EquityIN Contract

Nora Crivello made a motion to approve the EquityIN Contract (Amendment to Independent Contractor Agreement.).
Shara Hegde seconded the motion.
The committee **VOTED** unanimously to approve the motion.

III. Closing Items

A. Schedule Next Committee Meeting

The Committee discussed the upcoming April 17, 2026 Committee meeting and there was a general consent to move the start time from 9:00am to 9:15am.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:15 PM.

Respectfully Submitted,
Tom Peraic

Documents used during the meeting

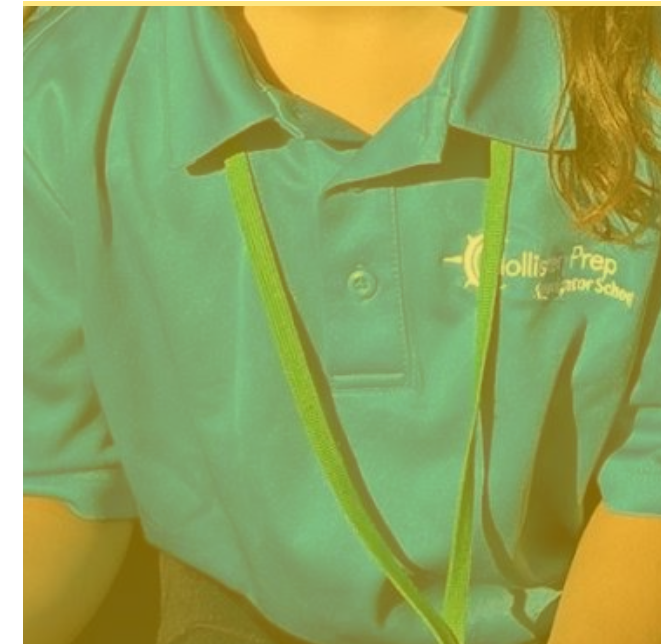
- Navigator_CRLA Sublease (03.26.26).pdf
- Office County Support Office Lease (03.26.26).pdf
- (25-26)Cariina Agreement (Dec25-Jun29) signed.pdf
- EquityIN - Amended ICA (03.26.26).pdf

Coversheet

Growth and Renewals Update

Section: II. Action Items
Item: B. Growth and Renewals Update
Purpose: Discuss
Submitted by:
Related Material: Growth Update 2026 04 17 v2.pdf

Growth Update



April 17, 2026

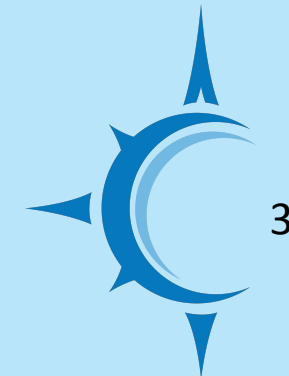
Our growth plan project has not changed since our last update

School Name (or anticipated)	City	State	Projected Academic Year of Opening	Lowest Grade at School Opening	Highest Grade at School Opening	Academic Year that the School will reach Full Enrollment Capacity	Lowest Grade at Full Enrollment Capacity	Highest Grade at Full Enrollment Capacity	Total Projected Seats at Full Enrollment Capacity
Example School Name TBD	Timbuktoo	CA	2024-2025	K	1	2028-2029	K	5	600
OC TK-8 #1	Orange County	CA	2026-2027	TK	2	2030-2031	TK	8	600
OC HS #1	Orange County	CA	2026-2027	9	9	2030-2031	9	12	510
OC TK-8 #2	Orange County	CA	2027-2028	TK	7	2033-2034	TK	8	600
OC HS #2	Orange County	CA	2028-2029	9	9	2032-2033	9	12	510
OC TK-8 #3	Orange County	CA	2029-2030	TK	7	2032-2033	TK	8	600
OC HS #3	Orange County	CA	2030-2031	9	9	2032-2033	9	12	510
MOC TK-8 #1	Monterey County (Prunedale)	CA	2027-2028	TK	TBD	2031-2032	TK	8	600
MOC #2	Monterey County	CA	2028-2029	TBD	TBD	2030-2031	TBD	TBD	510
TBD TK-8	TBD (Los Banos in Merced County)	CA	2029-2030	TK	7	2032-2033	TK	8	600
TBD HS	TBD (Los Banos in Merced County)	CA	2030-2031	9	9	2032-2033	9	12	510

We are moving forward with community engagement strategies in Monterey



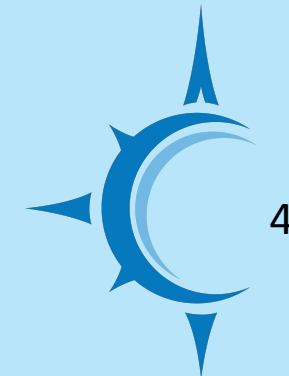
- Requested meeting with NMCUSD Superintendent but have received no response
- Engaging in outreach with school board members
- Enlisting current Navi leaders
- Outreach to community “grasstops”
- Recruiting influential Monterey Navi Board Member
- Implemented community Reading Clubs to meet and serve families:
 - Current (through April 15): United Way – Salinas (continuing as is)
 - Proposed for May:
 - Wednesdays – Salinas (United Way)
 - Thursdays – Castroville (soft launch, weekly)
 - Looking ahead to summer:
 - Keep Wednesdays in Salinas (or adjust depending on St. Mary’s/Notre Dame update)
 - Continue growing Castroville on Thursdays



We expect to have a site agreement and development plan for the Prunedale location by the end of May for board approval



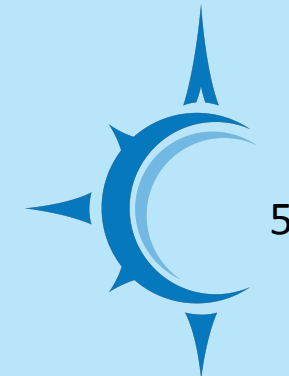
- Rural church site with capacity for 120 students immediately with the addition of bathrooms
- Plenty of space to add buildings
- Great fields and playspace
- Requires bussing
- Likely to draw from Salinas, Castroville, and Prunedale (and possible Aromas/San Juan Bautista)



We are working with YMC to develop a tight charter petition that addresses the true needs of the underserved community and can withstand appeal

- ➔ Detailed local data analysis
- ➔ Informed by families and local stakeholders
- ➔ Starting with TK-8, grades TK-2
- ➔ Five-year detailed financial plan

Wait to submit charter petition until we have reached 200+ signatures and 25 activist stakeholders to show undeniable community support



Orange Prep school progress is continuing, but facilities challenges have delayed enrollment

Enrollment targets in forecasted budget have been reduced to TK-2 (190 students) and 9th grade (60 students). Local charter peers say enrollments is 20% February, 80% April and later... not the traditional pattern. We are at 50 recruits so far.

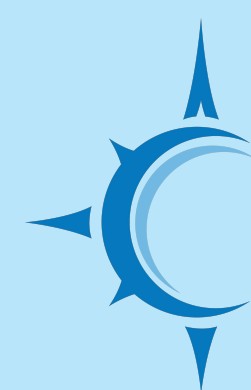
Critical Success Factors, Orange County Prep

	08/25	09/25	10/25	11/25	12/25	01/26	02/26	03/26	04/26	05/26	06/26	07/26	08/26
Leadership													Open
Approval	Hearing	Vote											Open
Cash Flow	CSP								Budget Estimate		Budget Adoption		Open
Facilities TK-8			Identified			TK-8 Committed		5-Years of lease space signed					Open
Facilities HS								SCC facilities negotiations restarted					
Enrollment							50%	60%	70% 20%	80% 50%	(90%)	(100%)	Open
Staffing							50%	75%	Held pending enrollment	90%		(100%)	Open

26- 27 Enrollment							
OCP	Planned Enrollment	Actual Enrollment	Spots Available	Seat Accepted	Seat Offered	Waitlist	Intent to Enroll FRL Count
Grade Levels	2026-27 Budget	Students who have completed their 26-27 Registration for OPS Lottery Ran: 01/15/2026	Planned Enrollment minus Actual Enrollment	SchoolMint offers that have been accepted	SchoolMint offers that are pending	Students on the waitlist	Count of Intent to Enrolls with FRL Priority attached
TK	40	6	34	11	11	0	22
K	50		50	2	5	0	8
1	50		50	2	4	0	5
2	50		50	1	4	0	5
9	60	2	58	2		0	2
Total	250	8	242	18	24	0	42

Staffing to date:

- Regional Director
- Primary and Secondary Principals
- Community Engagement Facilitator
- Education Specialist
- 2 teachers accepted, 1 on offer

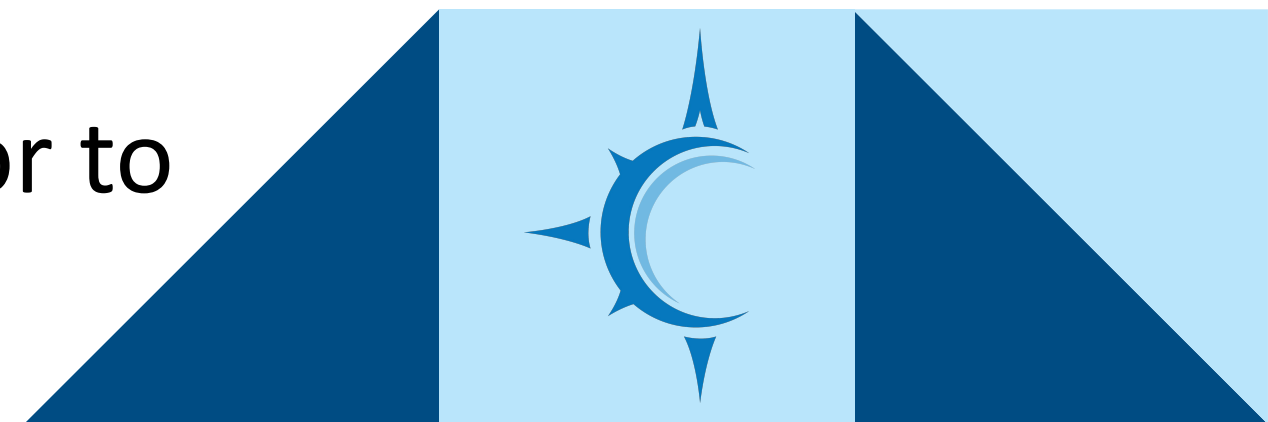


Enrollment in our Orange Prep School is still unknown, but this sensitivity analysis will help with decision making over the next 60 days

The two primary revenue drivers are the number of students enrolled and the percentage of the students eligible for free or reduced price meals (UPP) or other compensatory funding. 80% of recruits so far are UPP eligible.

Consolidated Net Position Modeling				
UPP	Current (250 enrolled)	No 2nd (200 enrolled)	No 9th (190 Enrolled)	No 2nd & 9th (140 Enrolled)
85%	\$ 528,661.31	\$ 234,226.67	\$ 26,375.68	\$ (268,058.97)
75%	\$ 325,851.31	\$ 70,790.37	\$ (123,244.72)	\$ (378,305.67)
65%	\$ 123,042.16	\$ (92,645.93)	\$ (272,865.12)	\$ (488,552.37)

This sensitivity analysis tests how various levels of enrollment/UPP impact the overall ability of Navigator to meet reserve and covenant tests.



CSGF funding has been clarified

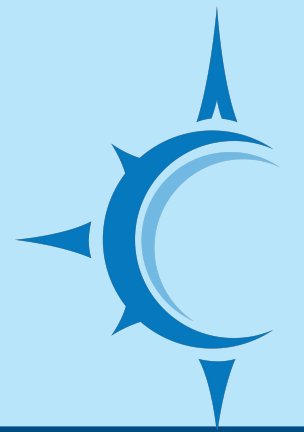
Investment Description							
In December 2025, the CSGF board approved a \$5.9M investment to fund the growth at Navigator Schools to create 4,720 more capacity for new students ("seats") in California state.							
Payment Schedule							
<i>The scheduled payments below are estimates based on baseline growth metrics and targets planned as of the signing of the Agreement. Actual payment amounts and timing are subject to change and are contingent upon Grantor's satisfaction with Grantee's annual performance against the Growth Plan and Performance Metrics referenced below.</i>							
Approximate Disbursement Timing	Due at Signing	Dec 2026	Dec 2027	Dec 2028	Dec 2029	Dec 2030	Total Award
Growth Grant		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$500,000	\$4,500,000
Operating Grant	\$200,000	\$300,000	\$300,000	\$250,000	\$250,000	\$100,000	\$1,400,000
Total	\$200,000	\$1,300,000	\$1,300,000	\$1,250,000	\$1,250,000	\$600,000	\$5,900,000
Line of Credit	\$3,000,000	-\$600,000	-\$600,000	-\$600,000	-\$600,000	-\$600,000	\$0

Notes
Growth grant at \$500k/school (based on ~500-550 seats/school) to be disbursed December of the year of opening; disbursements will be aligned to actual number of seats created. Operating grant of \$1.4M will have annual disbursements. Line of Credit distributed like term loan - \$3M with 5 year repayment at \$600k/year with 1% interest; see amortization schedule.

- Grant agreement signing estimated May 2026
- \$1.4m Operating Grant recognized as revenue in 2025-26
- \$500k milestone met for Orange Prep TK-8 4/2026, paid 12/2026
- \$500k milestone for Orange Prep 9-12 will be payable in 12/2026 if line-of-sight to 500 students proven (multi-year facility agreement and proven path to sustainable enrollment, approx 60 9th graders)

Other: Discussions with SSF for start-up funding in progress. Full 2025-26 federal CSP grant has been drawn down.





Discussion

Coversheet

Abacus ICA

Section:	II. Action Items
Item:	C. Abacus ICA
Purpose:	Vote
Submitted by:	
Related Material:	Abacus - ICA (04.09.26).pdf Abacus - Exhibit A (04.09.26).pdf

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on April 20, 2026 (“Effective Date”), by and between Navigator Schools (“NAVIGATOR”), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Abacus Education Partners, LLC (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”), whose principal place of business is 20771 Alder Street NE, Unit 112, Indianola, WA 98342-6502, tel: (408) 307-2733.

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

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

2. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rate set forth in **Exhibit A**. The total amount of compensation shall not exceed \$100,000.00 (one hundred thousand dollars and no cents.) NAVIGATOR will reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor in connection with performance of the Services at cost as specified in **Exhibit A**.) Contractor must obtain NAVIGATOR prior written authorization for any expenses that equal \$100.00 (one hundred dollars and no cents) or more.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on October 9, 2026 (“Term”). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATOR’S sole and unfettered discretion that renders Contractor’s ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A**.

3. **Invoices and Payment.** Contractor shall provide an invoice for services performed no later than the 5th day of the month following the month in which services were performed. NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.4 below.

NAVIGATOR shall make payment to Contractor for all sums due on approved invoices within thirty (30) days thereafter. Contractor shall provide their EIN number with its invoices.

4. **Intentionally Omitted.**

5. **Proprietary Information.**

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

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

6. **Protected Information.**

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

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

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

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

8. **General Provisions**

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

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

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

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

8.5. **Resolution of Disputes.** In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a

solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

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

8.7. **Insurance.** Contractor shall procure and maintain general liability insurance covering all activities of Contractor’s personnel performing Services hereunder with coverage, including but not limited to errors and omissions coverage, of not less than one million dollars (\$1,000,000) for any incident and one million dollars (\$1,000,000) annual aggregate per incident. If Services are student-facing, insurance must include sexual abuse and molestation coverage of not less than two million dollars (\$2,000,000) for any incident and two million dollars (\$2,000,000) annual aggregate per incident. Contractor shall name NAVIGATOR as an additional insured and shall provide NAVIGATOR with a Certificate of Insurance showing such status prior to the commencement of Services.

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

[Signatures to Follow on Next Page]

Date: _____

“CONTRACTOR”

By:
Its:

Date: _____

“NAVIGATOR”

By:
Its:

Exhibit A

(As accompanying this Agreement and to be attached)

Exhibit B

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

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

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

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

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

WAIVER JUSTIFICATION:

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

Check all methods to be used:

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

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

Authorized Contractor Signature Printed Name Title Date



FRACTIONAL CFO SERVICES PROPOSAL

Prepared for: Navigator Schools

Prepared by: Abacus Education Partners LLC

1. Executive Summary

Abacus Education Partners LLC (Abacus) is pleased to submit this proposal to provide Fractional Chief Financial Officer (CFO) services to Navigator Schools. This engagement is designed to deliver strategic financial leadership, strengthen financial operations, and support long-term sustainability and growth.

This proposal outlines a 25-week engagement for the period April 20, 2026 to October 9, 2026, offering both strategic oversight and hands-on financial management support tailored to the needs of Navigator Schools.

2. Objectives

Navigator Schools management has specified objectives for this engagement. Abacus will assist with these objectives on an as needed basis. A list of these objectives is as follows:

- Develop and carry out the transition plan from CFOO to COO/Charter Impact
- FY26 Budget reconciliation
- FY27 Budget
- Implementation of control recommendations made by (i) Auditors, (ii) KPMG independent review, and (iii) federal grant requirements
- Re-onboarding and strategic direction setting with Charter Impact (back-office provider)
- Strategic financial decision support, especially with respect to growth decisions
- Support Federal Grant budget and project revisions (with Susie Crafton and CI)
- LCAP
- Various grant reports
- Watsonville and Hayward renewal financial projections (with CI)
- Prop 51 Compliance Audit preparation (soft audit with Marnie)
- Establish Orange Prep accounting structure and processes as a new region (with CI)
- Bring Susie Crafton on as Federal CSP Project Director (shift from consultant to staff) 4/1/2026
- Move Laura Marco and Tom Peraic from consulting to regular staff as of 7/1/2026
- Staffing the Audit Committee and Finance Committee appropriately
- Maintain ongoing next phases of facilities
- Monitor covenant compliance

- Collaborate with Charter Impact on accurate, timely financial reporting to board of directors
- Collaborate with Charter Impact on revisions to long-term financial projections in the spring and the fall
- Collaborate with Charter Impact on FY26 audit preparation [this is a revision vs. a new item
- Collaborate with Municipal Advisor on refinancing of maturing debt [this is a revision vs. an new item

3. Fees and Payment Terms

Billing Structure:

- Hourly Rate: \$200
- Total Engagement Estimate (roughly 490 hours): **\$100,000** (\$98,000 for hours worked plus \$2,000 for travel reimbursement)
- Because travel fees are included in the total \$100,000, hours may be adjusted in order to stay within the \$100,000 budget
- Mileage for travel will be reimbursed by Navigator at the IRS standard mileage rate.
- Lodging will be reimbursed by Navigator Schools.
- No reimbursement for food or travel time.

Payment Terms:

- Invoices issued monthly
- Payment due within 30 days of invoice date

4. Confidentiality

Abacus agrees to maintain strict confidentiality of all financial, operational, and organizational information obtained during this engagement.

5. Termination

Either party may terminate this agreement with 2 weeks written notice. Fees will be billed based on work completed.

6. Acceptance

By signing below, both parties agree to the terms outlined in this proposal.

Abacus Education Partners, LLC

Signature: _____

Name: _____
Title: _____
Date: _____

Navigator Schools

Signature: _____
Name: _____
Title: _____
Date: _____

7. About Abacus

Abacus Education Partners, LLC, (Abacus), is in its twenty-first year of operations. Since inception Abacus has provided a diverse portfolio of strategic, financial, and operational consulting services to over 300 schools and over 75 School Management Organizations across twenty-two states, Washington D.C. and Puerto Rico. Across the nation, our clients primarily operate schools in underserved communities, which has shaped our consulting to be mindful of critical funding opportunities and be keenly aware of services required to meet the needs of certain student and family demographics (i.e. Free and Reduced Lunch, English Learners, Children with Disabilities, and Multi-generational Poverty, to name a few).

The Abacus team has significant national industry experience and expertise. Our team members have held critical senior management financial and operational roles/positions including CFO, COO, Director of Finance and Operations, and as Business Managers at Charter Management Organizations (CMOs), schools, Educational Service Organizations, and Educational Foundations. Having worked countless hours together at high performing educational organizations, the Abacus team embraces a shared vision for School Management Organizations, School Leaders, and schools to become sustainable and self-sufficient while maintaining quality. This shared vision is fueled by the successes and lessons learned from our client engagements.

Partner Biographies

Michael Buerger, co-founder of Abacus, was Chief Operating Officer of EdTec, Inc., a for-profit educational consulting firm. EdTec provides complete back office outsource solutions to over 30 California based Charter school operators/networks. Services include but are not limited to budgeting, accounting, auditing, regulatory compliance, charter application and renewal, school information systems implementation and consulting, and working capital financing.

Michael was also the Chief Financial Officer for three years at the KIPP Foundation, an educational non-profit organization. KIPP Foundation recruits, trains, and supports outstanding educators and teachers to become principals and opens college-preparatory public charter schools. KIPP has grown into a national network of 242 public charter schools serving over 100,000 students in 23 states and the District

of Columbia. As a member of the senior management team, Michael collaborated with colleagues on weighty strategic planning issues including facility finance issues, regional network clustering, executive director, and teacher recruiting, cultivate. and retention, school evaluation and licensing, student recruiting for network schools, effective fundraising models. or network schools, network knowledge management – the sharing of charter school best practices, board building and. governance, student assessment across a network of schools, school technology plans, and student information systems.

Bryan Adams, co-founder of Abacus, has been a self-employed financial consultant for 15 years, consulting for technology startups, charter schools, and private schools. Bryan has 25 years of experience in finance, initial public offerings, audit, accounting, and taxation in both the nonprofit and private sector. Bryan first consulted charter schools as an independent contractor beginning in 2003, building the first financial models, and providing startup and ongoing support for several KIPP schools in California. In late 2005 Bryan co-founded Abacus. Bryan was instrumental in the formation and ongoing support of both the Northern and Southern California KIPP Charter School clusters and has consulted several other charter school organizations throughout the country.

Bryan has experience consulting in various capacities, including hiring and training CFOs and other accounting/finance personnel, creating and updating long-term financial projections, short-term budgeting, financial compliance and board reports, assisting in the preparation of financial audits, establishing financial policies and procedures, assisting in obtaining facility loans and other credit, resolving grant compliance issues, directing accounting software implementations, assisting with charter applications and renewals, and advising in transitions from back office outsource providers to internally run back office operations. In 2010 Bryan was the Interim Director of Finance at both KIPP Bay Area Schools and KIPP New Orleans, where he was also instrumental in hiring and training permanent CFOs for both organizations. Bryan has served as a board member at two private schools in San Francisco - Presidio Hill School and SF Schoolhouse. He was also on the Finance Council of Holy Name of Jesus Catholic School/Church in New Orleans. Currently Bryan lives in Sacramento, California.

Judy De León-Chávez is a Partner at Abacus and provides ongoing financial, operational, and strategic consulting, which has enabled her to play a major role in the success of dozens of schools throughout the country. Before joining Abacus Judy spent several years in public accounting as an auditor, including two years at KPMG. Judy was also a Senior Director of Accounting in the shared services department of Warner Music Group, where she managed 20 employees and was responsible for overseeing the monthly and quarterly closes for WMG's US domestic recorded music, publishing, and distribution labels. In addition, Judy managed the Sarbanes Oxley and financial statement audits working with internal and external auditors. Judy worked for two years at KIPP Foundation in San Francisco as the senior accounting manager and as a School Liaison with numerous KIPP schools in Los Angeles, San Diego, and Fresno. Born in East Los Angeles, and having been an English Learner, Judy is committed to helping schools in traditionally underserved areas, ensuring that they maximize their resources in serving the needs of their students.

Martina Roediger provides strategic planning and financial and operational consulting services to charter schools and other non-profit organizations. One of Martina's areas of expertise is assessing the viability of target demographics for schools and/or potential school sites. Previously, Martina worked at

KIPP Bay Area Schools where she developed a business model consolidating common operational and human resource services for their network of charter schools to enable schools to focus on teaching and learning. Prior, Martina served as a School Liaison for the KIPP Foundation, working with school leaders and staff to develop sustainable financial and operational systems. She has experience with grant writing, hiring, and training staff, developing office procedures and charter school reviews. Martina was a Project Manager at SCORE! Educational Centers, and a management consultant with Ernst & Young.

Coversheet

Grapple ICA

Section:	II. Action Items
Item:	D. Grapple ICA
Purpose:	Vote
Submitted by:	
Related Material:	Grapple ICA (04.17.26).pdf

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on April 20, 2026 (“Effective Date”), by and between Navigator Schools (“NAVIGATOR”), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Grapple (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”), whose principal place of business is 672 S. La Fayette Park Place, Suite 10, Los Angeles, CA 90057.

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

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

2. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rate of: (1) \$2500 upon full execution of this Agreement; (2) \$500 for each high school enrollment generated upon showing of full enrollment documentation; and (3) \$500 for each high school enrollment generated per section 2.1(2) above upon the student physically and timely appearing for school as enrolled.

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

2.3 The term of this Agreement will begin on the Effective Date and will terminate on August 31, 2026 (“Term”). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATOR’S sole and unfettered discretion that renders Contractor’s ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A.**

3. **Invoices and Payment.** Contractor shall provide an invoice for services performed no later than the 5th day of the month following the month in which services were performed.

NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.4 below. NAVIGATOR shall make payment to Contractor for all sums due on approved invoices within thirty (30) days thereafter. Contractor shall provide their EIN number with its invoices.

4. **Intentionally Omitted.**

5. **Proprietary Information.**

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

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

6. **Protected Information.**

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

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

7. **Contractor’s Representations and Warranties.** Contractor represents and warrants that (a) Contractor has the qualifications, licenses (if required by law) and ability to perform the Services in a competent and professional manner; (b) should Contractor provide

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

8. **General Provisions**

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

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

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

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

8.5. **Resolution of Disputes.** In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

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

8.7. **Insurance.** Contractor shall procure and maintain general liability insurance covering all activities of Contractor's personnel performing Services hereunder with coverage in commercially reasonable limits for any single incident and an annual aggregate per incident. Said coverage shall include sexual abuse and molestation insurance. Contractor shall name NAVIGATOR as an additional insured and shall provide NAVIGATOR with a Certificate of Insurance showing such status prior to commencing Services.

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

[Signatures to Follow on Next Page]

Date: _____

“CONTRACTOR”

By:
Its:

Date: _____

“NAVIGATOR”

By:
Its:

Exhibit A

Social media in support of enrollment at OC Prep High School, including but not limited to, the following:

- 1) Engaging with social media influencers to reach out to 8th graders in Orange County to enroll in OC Prep High School; and,
- 2) participate in Navigator Schools weekly marketing calls.

Grapple agrees to following conditions for performance of Services:

1) In performing said Services Grapple agrees and represents that no school site services will be performed but that it may have contact with potential Navigator students while performing Services; therefore Grapple agrees that all Grapple employees and/or independent contractors performing Services and who may have contact with potential Navigator students while performing Services shall be subject to DOJ/fingerprint requirements and shall be trained, and shall accept full responsibility, pursuant to mandated child abuse reporting requirements under California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq); and to this end, pursuant to Section 8.7 above, Grapple's insurance coverage shall include sexual abuse and molestation insurance; and,

2) Grapple shall not offer any potential Navigator student(s) any inducement(s) to enroll at OC Prep High School, including but not limited to any monetary compensation, or other forms of compensation, to any potential Navigator student(s) or to their parents, guardians, or caretakers. In addition to the provisions set forth in Section 2.3 above, any violation of this provision shall be considered grounds for immediate termination of this Agreement.

Exhibit B

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

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

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

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

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

WAIVER JUSTIFICATION:

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

Check all methods to be used:

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

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

Authorized Contractor Signature Printed Name Title Date

Coversheet

TFA Contract

Section:	II. Action Items
Item:	E. TFA Contract
Purpose:	Vote
Submitted by:	
Related Material:	TFA Contract (04.17.26).pdf

CHARTER EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TEACH FOR AMERICA, INC AND
NAVIGATOR SCHOOLS

This educational professional services agreement (“Agreement”) is dated April 3, 2026 and is between Teach For America, Inc. (“Teach For America”), a Connecticut non-profit with regional office located at 523 W. 6th Street, Suite 1134, Los Angeles, CA 900014 and Navigator Schools (“Charter School”) located at 650 San Benito St., Suite 230 Hollister, CA 95023 (each, a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to ensuring all students have access to an excellent education by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Charter School seeks to recruit new teachers who are trained to lead students to academic achievement and to equip said teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, Charter School and Teach For America agree to be bound by the terms and conditions of this Agreement:

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

Charter School Responsibilities:

- A. Charter School agrees to hire the following numbers of Teachers from the Teach For America program (the “Agreed Number”):

- (i) 1-5 Teachers for academic school years 2026-2027 and 2027-2028 school years.
 - (ii) In the event that Teach For America supplies the Charter School with any Teachers above the Agreed Number, Charter School agrees to pay the fee for each additional Teacher.
- B. Charter School and Teach For America will collaborate to facilitate the hiring of individual Teachers, in accordance with Charter School's established hiring practices.
 - C. Charter School agrees that Teach For America Teachers will not provide any religious instruction; Charter School attests that it is not a for-profit school.

Teach For America Responsibilities:

- D. Candidate Recruitment and Selection. Teach For America agrees to provide Charter School with the Agreed Number of Teachers, as defined in paragraph D below. While Teach For America will use reasonable efforts to supply the Agreed Number of Teachers, Teach For America does not guarantee its ability to do so.
- E. Teacher Sourcing. Teach For America warrants that it will recruit, select, and present to the Charter School for hire teacher candidates who meet applicable federal, state and/or local educational standards and requirements for teacher licensure (herein referred to as "Teachers") and who hold (or in the process of obtaining) appropriate certification. For the purposes of this Section, only those requirements in effect at the time that the Teacher is offered employment by Charter will be applicable.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT

Charter School Responsibilities:

- A. Charter School acknowledges that there is an expectation that it will employ Teachers hired under this Agreement for a minimum of two (2) years, provided that the Teacher remains an employee in good standing within Charter School's sole discretion. Charter School may also continue to employ individual Teachers beyond the two year commitment by mutual agreement between Charter School and such Teacher.
- (i.) Charter School agrees that Teachers hired under this Agreement will function as full-time classroom teachers and will not serve as aides, assistants, or in another adjunct capacity.
 - (ii.) Charter School will provide Teachers the same salary and benefits as it provides for other similarly-situated teachers employed by Charter School. This obligation extends to providing Teachers returning for their second year of service with at least the same seniority rights and salary as are provided to other full-time alternatively certified second-year teachers. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers by Charter School per this Agreement.
 - (iii.) During the term of this Agreement, and to the fullest extent permitted by applicable law and regulation, Charter School will maintain employment practices liability insurance in amounts sufficient to protect its interests.
 - (iv.) To the fullest extent permitted by law, Charter School agrees to share Teacher performance data in a timely manner so that Teach For America may provide on targeted professional development. Both Parties acknowledge that sharing this data does not create a joint employment relationship between the Parties.
 - (v.) Subject to any obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, Charter School shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination

or consolidation of teaching positions within Charter School. Charter School shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

- (vi.) Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- (vii.) Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement or permit Teach For America to interfere in the employment relationship between Charter School and an employed Teacher.
- (viii.) Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

B. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in an environment free from all forms of unlawful harassment and discrimination based on a characteristic or statuses protected by law. To that end, Charter School will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. Charter School acknowledges that not consistently enforcing their policies and procedures is grounds for termination of this Agreement, and that such judgment is at the sole discretion of Teach For America. School District acknowledges that any such termination will be without further Teach For America liability or obligation

C. Prohibited Activities and AmeriCorps Service Requirements. Charter School acknowledges that Teachers serving at district schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and

planning periods and professional development sessions. A full list of prohibited activities can be found in attached **Attachment A** but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

- a. Charter School will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.
- b. Charter School acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.
- c. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

Teach For America Responsibilities

- D. Services. Prior to entering the classroom, all Teacher candidates will undergo pre-service training designed and delivered by Teach For America and/or a qualified educator preparation program. During the course of the academic year, Teach For America will provide professional development services and activities for Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible.
- E. Resources. Teach For America will facilitate teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content

area/grade level instructional materials. Professional development services will be available to all Teachers during their first two years in the classroom.

F. Data Access

- (i.) During the course of the academic year, Teach For America shall provide on behalf of the School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services (the “Professional Development and Data Storage Services”). [INSERT OPTIONAL DESCRIPTIVE LANGUAGE] In addition, these professional development services will be available to all Teachers during their first two years in the classroom. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America’s software and servers.
- (ii.) To facilitate provision of the Professional Development and Data Storage Services, Charter School may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, “Student Records”). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), Charter School hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- (iii.) Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the Charter School and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, a form of which is attached and incorporated hereto as, **Attachment B** to this

Agreement, or by law, and only for the purposes for which the disclosure was made.

- (iv.) Teach For America may re-disclose Student Records to third parties pursuant to Teach For America’s provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide to Charter School the names of such parties and a brief description of such parties’ legitimate educational interest in receiving such information.

G. Certification. Teach For America will ensure that Teachers are enrolled in an alternative certification/licensure program that enables Teachers to obtain appropriate credentials to be a classroom teacher of record, according to the requirements of the Every Student Succeeds Act and applicable state regulations in existence at the time of signature of this Agreement.

H. Credentialing. Individual Teachers are responsible for completing all credential requirements. Teach For America is not responsible, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill obligations to maintain their teaching credentials [or obtain necessary waiver(s) to remain a classroom teacher of record].

III. GENERAL PROVISIONS

A. Fees-for-Service. In recognition of the costs incurred by Teach For America for the recruitment, selection, training, and professional development support of Teachers, Charter School agrees to pay Teach For America an annual fee of **\$5,000** for each year that each Teacher is employed with Charter School under this Agreement.

B. Invoice and Payment. Teach For America will invoice Charter School for all amounts due under this Agreement and payment will be made no later than December 31, 2026 of each

calendar year. A failure to provide an invoice does not constitute a breach on behalf of Teach For America nor does negate the Charter School's responsibility to pay.

- C. Non-Refund Policy. Teach For America has no obligation to refund to Charter School any amount paid by Charter School regarding any Teacher for any reason whatsoever.
- D. Term. The term of this Agreement will cover all Teachers whose employment begins with the Charter School during the 2026/2027 school year. This Agreement will expire on the last day of the 2027/2028 academic year.
- E. Termination. This Agreement may be terminated as follows:
- (i.) at any time by mutual written agreement of the Parties;
 - (ii.) by either party, upon thirty (30) days prior written notice to the other Party, provided that the terminating Party provides notice no later than 120 days prior to the end of the current academic year; or
 - (iii.) by either Party upon written notice to other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching Party.

In the event of termination, Teach For America will be entitled to all outstanding amounts due up to the date of termination.

- F. Survivability and Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void. In the event of the expiration or termination of this Agreement, Sections IIA, IIB and IIC (Charter School Responsibilities) shall survive and will remain in effect until such time as there are no Agreed Number of Teachers in their second year of employment with the Charter School. In addition, Sections IIIF (Survivability and Effect of Termination), IIIG (No Warranty), and IIIH (Mutual Indemnification) and III.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely.

G. No Warranty. Charter School hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and Charter School shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by Charter School.

H. Mutual Indemnification

(i.) To the extent permitted by applicable state laws and regulations, each Party will indemnify and hold harmless the other Party and its officers, directors, employees and agents (the "Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such Indemnitee may become a breach of this Agreement by the indemnifying party, (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

I. Limitation of Liability.

(i.) Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event shall any such liability be in excess of the aggregate amount of the value of this Agreement.

(ii.) To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party for Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

J. Employment Status. Teach For America and Charter School agree that none of the Teachers assigned to Charter School under this Agreement is an agent or employee of Teach For America, and no such Teacher has any right or authority to create or assume any obligation, express or implied, on behalf of Teach For America or to bind Teach For America in any respect whatsoever.

K. Surveys. Charter School acknowledges that Teach For America may survey individual constituents, teachers, etc. at the school site regarding its programming and professional development of Teachers in the classroom.

L. Amendment/Modification/Extension. No amendment or modification of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in writing and signed by each Party.

M. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

N. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California.

O. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken

provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

- P. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

**NAVIGATOR SCHOOLS
CONTACT**

Name: _____
 Title: _____
 Address _____
 : _____
 Email: _____

**TEACH FOR
AMERICA:**

***With an electronic copy to:**

Name: Lida Jennings
 Title: Executive Director
 Address _____
 : 523 W. 6th Street, Ste. 1134
Los Angeles, CA 90014
 Email: Lida.jennings@teachforamerica.org

Name: TFA Legal Affairs
LegalAffairs@teachforamerica.org
 Email: g

**Send only notices related to breach of contract and indemnity.*

- Q. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing.

- R. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Charter School and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Navigator Schools

Teach For America

By: _____
Name: _____
Address: _____
: _____

By: 
Name: Lida Jennings
Executive
Title: Director
Address: 523 W. 6th Street,
: St. 1134
Los Angeles, CA

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: _____
Title: _____

ATTACHMENT A
AMERICORS PROHIBITED ACTIVITIES

Citation:
 45CFR § 2520.65 -
<https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XXV/part-2520/section-2520.65>

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

ATTACHMENT B
FORM OF DATA SHARING AGREEMENT

Navigator Schools and Teach For America, Inc.
Data Sharing Agreement

This Data Sharing Agreement (“DSA”), effective on the date of execution by the last signing Party (the “Effective Date”), is made and entered into by and between Teach For America, Inc. (“Teach For America,” “TFA,” or “Recipient”), and the Navigator Schools (“Partner”), (each a “Party” and collectively, the “Parties”).

WHEREAS, the Partner and Teach For America entered into a Professional Services Agreement (PSA) whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to closing the achievement gap by serving as effective educators, which may include, but is not limited to Teach For America Corps Members and alumni (“Participants”). The PSAs or MOUs covered by this DSA specifically relate to the Participants beginning their engagements with the Partner during the SY2026-27, SY2027-28, SY2028-29 academic years;

WHEREAS, Teach For America desires to use the Partner Data, defined below, to track the growth and achievement of students served by Participants supported by Teach For America. Teach For America seeks to measure the performance of these Participants within their contexts in order to: provide tailored support and professional development programming for these Participants; evaluate and evolve our model for selecting new Participants; and support the Partner in improving educator development, effectiveness, and student outcomes. Teach For America also seeks to use summative data to report to its constituents (community partners, board members, and funders) regarding programmatic efficacy and growth. As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) Partner may share with Teach For America, the Partner Data described herein; and

WHEREAS, the Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the Partner and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

I. Definitions

- a. “Breach” will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for Partner Data.
- b. “Student Record Data” means and refers to the data described more fully in **Appendix A** that Partner provides to Teach For America in connection with this DSA.

- c. “Cultivate Survey Data” means and refers to data collected through the Cultivate student survey via UChicago Impact’s Survey Administration Tool from students in Participant classrooms, grades 5-12, as described more fully in **Appendix B**.
- d. “Partner Survey Data” individually and collectively refers to Cultivate Survey Data.
- e. “Partner Data” collectively refers to Student Record Data and Cultivate Survey Data referenced above.
- f. “Aggregate Partner Data” collectively refers to de-identified Partner Data aggregated with counts of no less than 5.
- g. “FERPA” means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and implementing regulations set forth in 34 CFR Part 99.
- h. “PPRA” means and refers to the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h and implementing regulations set forth in 34 CFR Part 98.
- i. “Personal Data” means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of “Personally Identifiable Information” set forth in 34 C.F.R. § 99.3
- j. “Privacy and Security Laws” means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

(ii.) Description of Data Access, Exchange and Use

- a. Pursuant to Partner’s obligations under FERPA, and its implementing regulations as may be amended, Partner agrees that Teach For America performs an institutional service. Specifically, due to Partner’s provision of Teach For America services, such as tailored support and professional development programming for Participants, and the associated evaluation and evolution of programming offered to Participants and the Partner, Partner agrees that Teach For America is a school official with legitimate educational interest in the disclosed Partner Data. Teach For America’s designation as a school official extends to Teach For America staff and TFA contractors performing services on behalf of Teach For America.
- b. Programmatic Data Service Providers, as defined below, are not designated school officials under this Agreement. Partner’s authorization for data sharing with such vendors is provided pursuant to 34 CFR § 99.31(a)(6) and/or other applicable FERPA exceptions and the written agreements described herein.

- c. Student Record Data. Partner will provide the Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**. Access to Student Record Data at the individual student level will be limited solely to appropriate Teach For America staff and TFA contractors (collectively, “TFA Workforce,” meaning individuals working under TFA’s direct supervision to perform TFA’s institutional functions). TFA Workforce does not include Programmatic Service Providers identified in this Agreement or its Appendices. All Teach For America staff acknowledge the Teach For America Information Confidentiality and Security Policy (“ICSP”). The ICSP provides guidance on processes and procedures related to the access, use, sharing, storing, and disposal of Personally Identifiable Information (PII) and student record data. Teach For America staff who access student data receive annual training on the access and use of student data through our “Student Data Privacy Training.” TFA contractors will be contractually bound by equivalent confidentiality and data protection provisions. Programmatic Data Service Providers performing educational services (such as UChicago and other vendors outlined in the Appendices) will sign agreements that include confidentiality provisions and be bound to the applicable process and procedures related to access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and PPRA as appropriate.
- d. Cultivate Student Survey and Cultivate Survey Data. Participants teaching qualifying grade levels (5 – 12) will receive a unique link for student survey administration through UChicago Impact’s Survey Administration Tool. Participants will share the link with students, who will complete the survey online. Responses will be kept confidential and stored on secure servers. Only UChicago Impact and UChicago Consortium staff and agents necessary for administration of the survey will have access to student and teacher identifiers during administration, as described in **Appendix B**. Access to Cultivate Survey Data will be limited solely to UChicago Impact and UChicago Consortium staff, Teach For America staff members, TFA contractors and Participants for ongoing coaching and development of Participants, as well as for programmatic improvement.
- e. Teacher Evaluation Data. Partner will provide teacher observation/evaluation data as outlined in attached **Appendix A**. Access to Teacher Evaluation/Observation data at the identified individual teacher level will be limited solely to Teach For America regional and national staff (after Participants execute **Attachment C**).
- f. No student identifiable information in the Partner Data will be reported externally; all data will be reported in the aggregate (with groups not less than 5). Partner Data may not be loaned or otherwise conveyed to anyone other than staff,

current and future Participants, and TFA contractors using software services to securely house and host this data. No student identifiable information in the Partner Data may be shared with Programmatic Data Service Providers, not identified in the Appendices, without approval via an Additional Request as outlined in the Additional Requests section, below.

- g. Aggregated Partner Data and Additional Uses. After creating and verifying the final merged data set, personally identifiable data shall be destroyed in compliance with 34 CFR § 99.31 (a) (6). Consistent with FERPA, Partner agrees that Teach For America will retain and use Aggregated Partner Data to drive programmatic impact, including but not limited to developing training; improvement of services; externally sharing learnings of programmatic impact at scale, and other program strategies (“Additional Uses”). Partner also agrees that Aggregated Partner Data may be redisclosed to research institutions which support Teach For America in conducting deeper research studies (“Research Uses”) and may be used with other 3rd party tools (“Additional Tools”) to further improve Teach For America’s program services. Teach For America will not share Aggregated Partner Data for student cohorts less than five (5). Teach For America may externally share de-identified and aggregate analyses and conclusions that do not identify students or the Partner. Teach For America will not externally share or publish conclusions from any analyses that identifies the Partner, without the prior consent of Partner. Based on Partner’s request, Teach For America agrees to share any findings from its analyses and/or aggregate reports with Partner.
- h. Additional Requests. Teach for America may obtain additional data, use of data, or use of 3rd party data tools or systems that collect or utilize FERPA-protected data or additional shares of FERPA-protected data with 3rd party programmatic data service providers, via submitting written notices (an “Additional Request”), to Partner at any time, which detail the names of such parties and a brief description of such parties’ legitimate educational interest in receiving such information, and an opt-out function. For the avoidance of doubt, identified FERPA-protected Partner data may only be used solely for the purposes outlined herein unless an Additional Request is approved by the Partner. This form of notice does not entail nor require a written contract amendment; nor does this notification apply to the use of Aggregated Partner Data. If Partner agrees to provide such data or to an additional use or share of FERPA-protected data, all terms of this agreement apply to the additional data, use of data, use of 3rd party tools or additional share. This includes ongoing data for subsequent cohort years, in which Teach For America and Partner have entered a PSA, after this original DSA is signed.

(iii.) DUTIES

- a. The Partner will perform the following duties:

- a. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R, section 99, and any related California Education Code provisions.
 - b. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix A**.
 - c. Pursuant to Partner's obligations under FERPA and the PPRA, Partner authorizes Teach For America and Participants, by execution of this Agreement, to administer the Cultivate for Coaches student surveys to students in Participant classrooms or those engaging in Teach For America programming in the form, format, frequency, and security features laid out in **Appendix B**.
 - d. Partner specifically names Teach For America as an approved affiliate or partner and third-party beneficiary of the Partner with regard to all parental permission/releases previously signed by students and/or parents, especially as they relate to the collection of survey data, and video and audio recording data, from/of students. Further, if required by FERPA, the PPRA or state law, Partner will provide reasonable updated notices to parents, or students of appropriate age, related to surveys, video or audio recordings, obtain consent for same, and/or offer an opportunity for parents, or students of appropriate age, to opt-out of participating in said surveys, video or audio recordings.
- b. Teach For America will perform the following duties:
- e. Comply with all FERPA and PPRA provisions, and the California Department of Education Provision [INSERT CITATION]. Teach For America agrees to require all staff members, contractors, or agents to comply with these provisions.
 - f. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.
 - g. Teach For America shall designate an authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests, confirmation of the completion of any projects and the return or destruction of data.
 - h. In the event of a Breach, Teach For America shall notify the Partner in accordance with FERPA, and/or any applicable state law or regulation to

manage the Breach without unreasonable delay. Teach For America shall also cooperate with the Partner with regard to management and response of any such Breach.

(iv.) GENERAL PROVISIONS

- a. **TERM.** The Term of this Agreement shall begin on the Effective Date and shall cover Participants whose engagement with the Partner begins during the SY2026-27, SY2027-28, SY2028-29 academic years. All provisions of this DSA shall be valid from the date of execution through December 31, 2030 (the “Expiration Date”). While this Agreement shall expire on the Expiration Date, all sharing arrangements shall be valid until such time the named cohorts of Participants have completed their applicable term of engagement.
- b. **TERMINATION.** This Data Sharing Agreement may be terminated as follows:
 - i. At any time by mutual agreement of the parties;
 - ii. By either party upon thirty (30) days prior written notice to the other Party;
 - iii. By either party upon written notice to the other in the event of a material breach of this Agreement that is not cured within thirty (30) days following the receipt by the breaching party of written notice from the non-breaching party.
- c. **EFFECT OF TERMINATION.** If this Agreement expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific Agreement shall not serve to terminate the associated PSA/MOU.
- d. **GOVERNING LAW.** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.
- e. **INDEMNIFICATION.** Teach For America shall indemnify and hold the Partner and its Board Members, administrators, employees, and agents (Indemnitees) harmless against related liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the performance of this Agreement, whether such loss, expense, damage or liability was proximately caused in whole or in part by the gross negligence or willful misconduct of Teach For America, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- f. **NOTICES.** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed to the individuals as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered on the date delivered by a

nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Navigator Schools
Name, Title	Lida Jennings, Executive Director	Name, Title	Caprice Young
ADDRESS:	523 W 6th St suite 1134, Los Angeles, CA 90014	ADDRESS:	650 San Benito St., Suite 230 Hollister, CA 95023
TELEPHONE:	(213) 489-9272	TELEPHONE:	(831) 217-4880
EMAIL:	Lida.Jennings@teachforamerica.org	EMAIL:	

- g. The points of contact for technical issues regarding the exchange, storage and security of the Partner Data and related technical issues are:

Teach For America: John Ezaki, john.ezaki@teachforamerica.org

Navigator Schools: Enter name and email address of the point of contact for technical issues regarding the exchange, storage, and security of data under this agreement

- h. AMENDMENT, MODIFICATION, EXTENSION. Any amendment, modification or extension must be in writing and signed by both Parties.
- i. AUTHORITY TO SIGN. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Navigator Schools
ADDRESS:	523 W 6th St suite 1134, Los Angeles, CA 90014	ADDRESS:	650 San Benito St., Suite 230 Hollister, CA 95023
TELEPHONE :	(213) 489-9272	TELEPHONE :	(831) 217-4880

EMAIL:	Lida.Jennings@teachforamerica.org	EMAIL:	
SIGNATORY NAME (PRINT):	Lida Jennings	SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	Executive Director	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

APPENDIX A - DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES

Navigator Schools Assessments

At the time of execution of this DSA, Partner is administering the following assessments to students:

Type of assessment	Assessment(s) given to students enrolled at Navigator Schools	Grade levels tested
State assessments	•	•
English Language Proficiency (ex. TELPAS, ACCESS, WIDA, ELPA21)	•	•
Interim or benchmark assessments (ex. NWEA MAP Growth, Renaissance STAR, iReady)	•	•
College readiness/entrance (ex. ACT, SAT)	•	•
Early childhood/early literacy (ex. DIBELS, GOLD, CIRCLE)	•	•

Data Elements: *Course data & assessment results*

Partner will, to the fullest extent possible, include the following data and specified variables in the Partner Data sets provided to Teach For America (limited only by what is available through the method of access):

Data source/type	Required data/variables	Helpful, but not essential variables
Partner information	<ul style="list-style-type: none"> • School year • Official LEA name • NCES District ID 	n/a
Participant (i.e. Employee) information	<ul style="list-style-type: none"> • School year • Employee ID 	<ul style="list-style-type: none"> • NCES School ID • School name • First name • Last name
Course information for linkage between Employee IDs and Student IDs	<ul style="list-style-type: none"> • School year • Employee ID • Subject area • Student ID 	<ul style="list-style-type: none"> • Course ID • Course name • Course section ID

Data source/type	Required data/variables	Helpful, but not essential variables
Student information	<ul style="list-style-type: none"> ● School year ● Student ID ● Grade level 	<ul style="list-style-type: none"> ● Gender ● Race/ethnicity ● English learner status (Y/N) ● Low-income/free or reduced-price lunch eligibility status (Y/N) ● IEP/special education status (Y/N) ● Days present in school ● Days enrolled in school
State assessment	<ul style="list-style-type: none"> ● School year ● Student ID ● Assessment title/name ● Assessment subject ● Scale score ● Performance level ● Percentile rank ● Proficiency met (Y/N) ● Student growth percentile 	<ul style="list-style-type: none"> ● Assessment subtest version ● Assessment language ● Grade level for which the assessment was designed ● Growth met (Y/N) ●
English Language Proficiency assessments	<ul style="list-style-type: none"> ● School year ● Student ID ● Assessment title/name ● Composite rating 	<ul style="list-style-type: none"> ● Reading score code ● Reading scale score ● Reading proficiency rating ● Writing score code ● Writing scale score ● Writing proficiency rating ● Listening score code ● Listening scale score ● Listening proficiency rating ● Speaking score code ● Speaking scale score ● Speaking proficiency rating ● Composite score ● Yearly progress indicator
NWEA MAP Growth	<ul style="list-style-type: none"> ● School year ● Student ID ● Term (Fall, Winter, Spring) ● Assessment subject ● RIT Score ● RIT Percentile ● Fall to Winter Met Projected Growth (Y/N) ● Fall to Spring Met Projected Growth (Y/N) 	<ul style="list-style-type: none"> ● Winter to Spring Met Projected Growth (Y/N) ● Fall to Winter Growth Percentile ● Winter to Spring Growth Percentile ● Fall to Spring Growth Percentile ● Projected proficiency study ● Projected proficiency level

Data source/type	Required data/variables	Helpful, but not essential variables
Renaissance STAR	<ul style="list-style-type: none"> ● School year ● Student ID ● Term (BOY, MOY, EOY) ● Assessment subject ● Scale score ● Percentile rank ● Student growth percentile (SGP) ● Benchmark level 	<ul style="list-style-type: none"> ● Administration date ● Grade equivalent
iReady Inform <i>(previously iReady Diagnostic)</i>	<ul style="list-style-type: none"> ● School year ● Student ID ● Administration date ● Scale score ● 5-level overall relative grade level placement result ● Annual typical growth measure ● Annual stretch growth measure ● Percentile rank 	<ul style="list-style-type: none"> ● ELA: Lexile measure ● ELA: Lexile range ● Math: Quantile measure ● Math: Quantile range ● Relative placements on subtests of ELA and Math assessments
Other interim or benchmark assessments not otherwise listed	<ul style="list-style-type: none"> ● School year ● Student ID ● Term (BOY, MOY, EOY) ● Assessment subject ● Scale score ● Percentile rank ● Benchmark level 	<ul style="list-style-type: none"> ● Administration date ● Any growth measures ● Grade equivalent
ACT	<ul style="list-style-type: none"> ● School year ● Student ID ● Administration date ● Composite score 	<ul style="list-style-type: none"> ● English score ● Math score ● Reading score ● Science score ● Writing score ● Composite national percentile ● English national percentile ● Math national percentile ● Reading national percentile ● Science national percentile ● Writing national percentile

Data source/type	Required data/variables	Helpful, but not essential variables
SAT	<ul style="list-style-type: none"> ● School year ● Student ID ● Administration date ● Total score 	<ul style="list-style-type: none"> ● Evidence-based reading and writing score ● Math score ● Total score national percentile ● Evidence-based reading and writing national percentile ● Math national percentile
CIRCLE	<ul style="list-style-type: none"> ● School year ● Student ID ● Term ● Assessment subject ● CIRCLE subject subtest ● Scale score ● Proficiency status 	<ul style="list-style-type: none"> ● Administration date
DIBELS	<ul style="list-style-type: none"> ● School year ● Student ID ● Term ● DIBELS subject subtest ● Scale score ● National percentile rank ● Benchmark level 	<ul style="list-style-type: none"> ● Administration date ● Lexile measure
Other early childhood/early literacy assessments not listed	<ul style="list-style-type: none"> ● School year ● Student ID ● Term (BOY, MOY, EOY) ● Assessment subject ● Scale score ● Percentile rank ● Benchmark level 	<ul style="list-style-type: none"> ● Administration date ● Any growth measures ● Grade equivalent ●

Data Elements: *Participant data*

The following Participant data and variables are *helpful but not essential* to Teach For America’s data request:

- years employed with partner
- Teach For America affiliation (corps member/fellow/alumni)
- certification/license level
- teacher evaluation rating/ observation data (when **Attachment C** is completed)
- student/parent survey summary results (where available)

Aggregated Data

The following aggregate data are essential to Teach For America’s data request upon request and when this data is not publicly available:

- Partner average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)

- Partner average scores for all state tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available) tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
- Partner average scores for all [student survey] surveyed grades and subjects (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)

Data Security

Teach For America employs a number of strategies to secure data and limit unnecessary access during transfer, storage, and processing. We encrypt data in transfer as well as at rest when it is being stored in a data repository. For our internal data storage, we change encryption keys on a regular basis to avoid stale credentials and unwanted legacy access. Data is regularly obfuscated for analytics and reporting purposes. We use best practices for data isolation, including limiting accounts for vendors who push data to our systems and centralized oversight of user accounts for external systems when we need to pull the data ourselves. We use a “least privilege granted” model for access to internal systems, employing multi-factor authentication where feasible, and monitor access across these systems with auditable logs. Additionally, we have blanket data privacy training for all staff that covers key elements of working with PII, sensitive data, and student data.

Teach For America has a written incident response plan, which includes but is not limited to, prompt notification to Partner in the event of a security or privacy incident, as well as procedures for responding to a breach of any of Partner’s Data that is in Teach For America’s possession. Teach For America agrees to share its incident response plan upon request.

APPENDIX B: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER CULTIVATE SURVEY DATA, FREQUENCY, AND SECURITY FEATURES

System Description:

This **Appendix B** shall serve as Teach For America-Los Angeles's official notification of the use of the Cultivate for Coaches student survey for professional development and organizational reporting. A joint program of UChicago Impact and UChicago Consortium, Cultivate for Coaches is a professional development program designed to support coaches and Participants in creating learning environments that positively affect what students believe about themselves as learners and the strategies they employ in their classrooms, ultimately improving student academic performance. This program includes student surveys for grades 5-12 administered by UChicago Impact. The survey is crucial because it will provide Participants with important information on students' perceptions of the classroom learning environments that, in turn, can support their understanding of strengths and areas of growth. Below we've outlined the various ways Teach For America-Los Angeles and Participants will utilize Cultivate student survey data, including but not limited to:

- Participants review student feedback to prioritize areas for growth.
- Coaches utilize data to support individual teacher development, based on evidence from student surveys, and incorporate evidence-based best practices provided by University of Chicago.
- Teach for America reports aggregate data as a key performance indicator for continuous improvement of programmatic supports.

Survey items can be found for review here: [Cultivate Student Survey](#)

Cultivate Survey Security Features:

UChicago Impact will administer the Cultivate for Coaches Survey to students of Teach For America. Participants in grades 5-12. The surveys will be administered using UChicago Impact's Survey Administration Tool. Each teacher will receive a unique link for student survey administration.

- Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only UChicago Impact and UChicago Consortium staff and agents necessary for administration and reporting of the survey will have access to student and teacher identifiers during administration.
- Students will select their first initial, birthdate, gender, grade level, school and teacher using a combination of drop-down lists or radio buttons. This data is collected solely for the purposes of reconciling multiple surveys from the same students. Once data collection and reporting are complete, student identifying information will be permanently deleted.
- F. Students will also have the option of selecting their race/ethnicity in order for Teach For America to understand how student perceptions vary by race/ethnicity.
- G. To receive student data, CMs must have at least 50% of students (based on student count provided by Teach For America) complete the survey and have at least 5 valid

- respondents per item to receive full report data. Partial survey responses will also be accepted.
- Only aggregate data (for classrooms with at least 5 students) will be reported to teachers on a password-protected basis.
- I. TFA will have access to student-level data without any identifiable information through a password-protected system.
- UChicago Impact shall keep all non-identifiable student scores for national benchmarking purposes but cannot report on any aggregate results without explicit permission from Teach For America.
 - UChicago Impact employs several industry standard practices to secure data and prevent unauthorized access. Data is encrypted both while in transit during the survey process, and while at rest when stored in the data repository. Encryption keys are changed on a regular basis to avoid stale credentials and unwanted legacy access. Data is regularly obfuscated for analytics and reporting purposes and is aggregated by being rolled up at the classroom, instructor, school or district level. The server management team enforces data isolation and oversight of all user accounts accessing data, including continuous monitoring of access across our systems using centralized, auditable logs.

Coversheet

GPS MOU

Section: II. Action Items
Item: F. GPS MOU
Purpose: Vote
Submitted by:
Related Material: GUSD_GPS MOU (04.17.26).pdf

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN GILROY UNIFIED SCHOOL DISTRICT AND NAVIGATOR SCHOOLS

This Memorandum of Understanding (“MOU”) is made and entered into on July 1, 2026, by and between the Gilroy Unified School District ("GUSD") and Navigator Schools, a California nonprofit public benefit corporation operating Gilroy Prep School (collectively referred to as "Charter School"). Hereinafter, the GUSD and Charter School shall be collectively referred to as "the Parties."

I. INTRODUCTORY PROVISIONS

- A. The GUSD approved the Charter School's renewal petition for Gilroy Prep School for five years from July 1, 2026 through June 30, 2031 (“Charter.”)
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Navigator Schools is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of the Charter, the terms and conditions of any MOU between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Navigator Schools as they pertain to Charter School, are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the Charter, and this MOU. Charter School will notify GUSD of any revisions to the nonprofit public benefit corporation's articles of incorporation within ten (10) business days of the change. Significant revisions to the bylaws affecting actual governance may require approval by the GUSD as a material revision to the Charter; minor or administrative revisions to the Bylaws will not require a material revision to the Charter.
- C. The purpose of this MOU is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School and the GUSD; to address those matters that require clarification; and to outline the Parties' MOUs governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this MOU contains terms inconsistent with the terms of the Charter, the terms of this MOU shall control.

II. TERM OF AGREEMENT

- A. This MOU is valid upon approval by the Governing Boards of GUSD and Navigator and shall be made effective as of the date set forth above. This MOU continues in existence coterminously with the term of the Charter.
- B. Charter School may seek renewal of its Charter by submitting a renewal request to the GUSD prior to the expiration of the term of the Charter, and the GUSD will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2, and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to the GUSD no sooner than September 1 and no later than March 1 of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

- I. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, the Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the Charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School and the GUSD are separate legal entities. The GUSD, as the chartering authority, shall 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 in accordance with Education Code section 47604(d).
3. Charter School will provide Brown Act and conflict of interest training to its Board members annually. Charter School will certify that the trainings have been provided to individuals specified by the GUSD.

B. Educational Program

- I. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study.
2. Family Educational Rights and Privacy Act ("FERPA"): Charter School, its officers and employees will comply with FERPA and the California Education Code sections related to student information protection at all times. Charter School will authorize GUSD to access educational records maintained by Charter School, in accordance with FERPA.
3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and teaching methods fully compliant with state and federal law. Such compliance includes, but is not limited to, requiring adherence to all applicable anti-discrimination laws, including, but not limited to, Title VI of the Civil Right Act of 1964. Charter School shall review and approve all individual teacher curriculum class materials provided to students before such materials are distributed.

C. Fiscal Operations

- I. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that GUSD is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles ("GAAP") applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each

charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchase orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to GUSD upon request.

- a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to GUSD and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its GUSD of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from GUSD in accordance with Education Code section 47604.3.
5. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this MOU for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes and the terms, if any, of any grant or donation.

D. Fiscal Agent

1. The Parties agree that the GUSD shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms.
2. Charter School is responsible for establishing the appropriate funds or accounts and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System ("CalSTRS"), the Public Employees' Retirement System ("CalPERS"), and/or social security.

E. Oversight Fees

- I. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in April of each year based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.

F. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to the GUSD prior to opening and annually thereafter. The certificates shall indicate that the GUSD are endorsed as

additional insured under the coverage and shall include a provision that the coverage will be primary. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided.

2. Charter School shall hold harmless, defend, and indemnify the GUSD, its officers, agents, and employees from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the GUSD, its officers and employees, and satisfy any resulting judgments. Notwithstanding the foregoing: (a) any settlement requiring the GUSD to admit liability or to pay any money will require the prior written consent of the GUSD; and (b) the GUSD may join in the defense with its counsel at its own expense.
3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the GUSD, and are not entitled to benefits of any kind or nature normally provided to GUSD employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the Charter and this MOU. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify GUSD in writing within ten (10) business days of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as may be amended or added during the term of the charter.

G. Human Resources

CalSTRS and CalPERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all CalSTRS and CalPERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

H. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the GUSD, nor to extend the credit of the GUSD, to any third person or Party.

I. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the Charter, dispute

resolution procedures shall be consistent with applicable laws and regulations. The dispute resolution provision in the Charter is incorporated herein by reference.

IV. MATERIAL REVISIONS

Modifications of the Charter must be in writing and submitted to the GUSD for review and determination as to whether such amendments must be submitted to the GUSD as a material revision to the Charter.

V. NONDISCRIMINATION

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq., Charter School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or Federal law. Charter School acknowledges and agrees that it shall comply with all applicable Federal and state nondiscrimination laws and regulations as they may be amended.

VI. NOTIFICATION

All notices, requests and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To the GUSD at:

To Navigator Schools at:

Caprice Young, Ed.D.
Navigator Schools
650 San Benito Street
Hollister, CA 95023

VII. MISCELLANEOUS

Neither party will assign or otherwise transfer this MOU in whole or in part without the prior written consent of the other party. No waiver of any provision of this MOU will be deemed a waiver of any other provision, nor will any waiver constitute a continuing waiver. Any amendment to this MOU must be executed, in writing, by each party. In the event that a court of competent jurisdiction holds any term or provision of this MOU invalid, void, or unenforceable, then the remainder of this MOU shall be valid and enforceable to the fullest extent permitted by law. Any notice or other communication given or made under this MOU will be in writing and will be delivered personally or

by a nationally recognized overnight courier (prepaid, specifying next-day delivery), addressed each Party as per their respective addresses as listed. Notice shall be deemed effective upon delivery. Either party shall be excused from performance, without penalty, for delay in, or failure of, performance if such delay or failure is caused by force majeure. “Force majeure” means an occurrence that is beyond the control of the party affected, including but not limited to, fire, earthquake, civil disorder, war, epidemics, pandemics, and quarantines. This MOU may be executed in counterparts and signatures may be exchanged via DocuSign or other such reputable service. This MOU shall be governed by the laws of the State of California.

[Signatures to Follow on Next Page]

GILROY UNIFIED SCHOOL DISTRICT

NAVIGATOR SCHOOLS

By:

Its:

Date:

By:

Its:

Date: