



Navigator Schools

Special Board Meeting

Date and Time

Sunday June 28, 2026 at 8:30 AM PDT

Location

Join Zoom Meeting

[Join Meeting](#)

Meeting ID: 957 2273 2650

Passcode: 883881

Dial-In (US): +1 564-217-2000

Passcode: 883881

Join by SIP: 95722732650@zoomcrc.com

Passcode: 883881

This meeting will be held in compliance with modified Brown Act requirements.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests [via e-mail](#) to Laura Marco.

Members of the public may attend the meeting at any of the teleconference locations listed below. For school site locations (items 1–4), if access to the facility is needed, please contact Laura Marco at (570) 594-7768 at least 30 minutes before the meeting to request entry.

Teleconference Locations / Ubicaciones de Teleconferencias

1. Gilroy Prep School, 277 I.O.O.F. Ave, Gilroy, CA 95020 (Santa Clara County)
 2. Hayward Collegiate Charter School, 166 West Harder Road, Hayward, CA 94544
 3. Hollister Prep School, 881 Line Street, Hollister CA 95020
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4. Watsonville Prep School, 407 Main Street, Watsonville, CA 95076
5. 5357 Federation Ct., San Jose, CA 95123 (Santa Clara County)
6. 326 Sierra Trace, Coralville, IA 52241
7. 1092 Cathcart Way, Stanford, CA 94305 (Santa Clara County)
8. Rolling Hills Middle School: 1585 More Ave, Los Gatos CA
9. 2520 Apple Tree Way, Gilroy, CA 95020
10. Monte Verde 5 SW of 12th St, Carmel, CA 93921
11. 27496 Ponderosa Ct., Hayward, CA 94545

For members of the public attending online who wish to provide public comment at the board meeting, please indicate up to one hour prior to the meeting; speakers will be invited to offer comments in the order in which they signed up. You can submit your request [here](#).

Individual comments will be limited to two minutes. If interpreter services are needed, a request must be submitted via [e-mail](#) at least forty-eight hours in advance of the meeting. When interpretation is provided, comments will be translated into English and the time limit shall be four minutes. At its discretion, the board may limit the total time allotted to public comments and set new time limits for individual comments. The board reserves the right to mute and remove a participant from the meeting if the participant unreasonably disrupts the meeting or does not respect the time limitation.

Requests for disability-related modifications or accommodations to participate in this public meeting should be submitted forty-eight hours prior to the meeting via [e-mail](#). All efforts will be made for reasonable accommodations. The agenda and public documents will be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Esta reunión se llevará a cabo de conformidad con la Brown Act.

Los miembros del público que asistan en línea y deseen hacer comentarios durante la reunión de la junta deberán utilizar la herramienta de “levantar la mano” en Zoom cuando el presidente solicite comentarios públicos. Se solicita a los miembros del público que confirmen su intención de comentar hasta una hora antes de la reunión por correo electrónico.

Los comentarios del público se limitarán a dos minutos. Si se requieren servicios de interpretación, deberá enviarse una solicitud por correo electrónico con al menos cuarenta y ocho horas de antelación a la reunión. Cuando se proporcione interpretación, los comentarios se traducirán al inglés y el límite de tiempo será de cuatro minutos. A su discreción, la mesa directiva puede limitar el tiempo total asignado a los comentarios del público y establecer nuevos límites de tiempo para los comentarios individuales. La mesa directiva se reserva el derecho de silenciar y expulsar a un participante de la reunión si éste interrumpe injustificadamente la reunión o no respeta el límite de tiempo.

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:30 AM
A. Call the Meeting to Order The Board Chair will call the meeting to order.		Board Chair	1 m
B. Record Attendance The Board Chair will record attendance and establish a quorum via roll call.		Board Chair	1 m
C. Public Comment The Board will receive public comment following time limits reviewed by the Board Chair.		Board Chair	3 m
II. Closed Session			8:35 AM
A. Vote to Enter Closed Session The Board Chair will call for a vote to enter closed session.	Vote	Board Chair	1 m
B. Closed Session The Board will engage in closed session discussions. 1a) PUBLIC EMPLOYEE APPOINTMENT - Title: Interim CEO 1b) PUBLIC EMPLOYEE APPOINTMENT - Title: Interim President 1c) PUBLIC EMPLOYEE APPOINTMENT - Title: Interim CFO 2) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 case)	Discuss	Board Chair	90 m
C. Return to Open Session The Board Chair will report actions taken during closed session, if any, and the vote of every member.	FYI	Board Chair	3 m

	Purpose	Presenter	Time
III. Topical			10:09 AM
A. Review of Orange County Prep Startup Status and Approval of Potential Changes to Operational Start Date for Some or All Sites and Grade Levels	Vote	Caprice Young	3 m
B. Approval of Active Education Contract	Vote	Tom Peraic	2 m
C. Approval of Andrew Bray Services Agreement	Vote	Board Chair	2 m
D. Approval of CALSTRS Resolutions	Vote	Tom Peraic	2 m
E. Approval of Prop 28 Certifications	Vote	Tom Peraic	2 m
F. Approval of Compensation Study for Interim CEO	Vote	Tom Peraic	2 m
G. Approval of Compensation Study for Interim President	Vote	Tom Peraic	2 m
H. Approval of Compensation Study for Interim CFO	Vote	Tom Peraic	2 m
I. Approval of Employment Agreement for Interim CEO	Vote	Tom Peraic	1 m
J. Approval of Employment Agreement for Interim President	Vote	Tom Peraic	1 m
K. Approval of Employment Agreement for Interim CFO	Vote	Tom Peraic	1 m
IV. Closing Items			10:29 AM
A. Adjourn Meeting The Board will adjourn the meeting.	Vote	Board Chair	1 m

Coversheet

Review of Orange County Prep Startup Status and Approval of Potential Changes to Operational Start Date for Some or All Sites and Grade Levels

Section: III. Topical
Item: A. Review of Orange County Prep Startup Status and Approval of Potential Changes to Operational Start Date for Some or All Sites and Grade Levels
Purpose: Vote
Submitted by:
Related Material: OCP Scenarios 2026 (06.28.26).pdf



Navigator Schools

OCP

June 28, 2026

Our last OCP report addressed enrollment scenarios

FY26-27 Scenario planning			
	70 Current	45 students	30 students
OCP Net Surplus/Deficit	\$ (232,190)	\$ (742,255)	\$ (937,291)
Network Surplus/Deficit w/ board approved budget	\$ 2,130,920	\$ 1,559,857	\$ 1,334,977

As of 6/26/2026, enrollment of 30 students by 10/1/2026 is likely, and 45 is reasonably possible. 55 enrollments, the threshold that triggers the SSF grant is not impossible, but not built into the 2026-27 likelihood.

26- 27 Orange Prep School Enrollment						
OCP	Planned Enrollment	Actual Enrollment	In Progress Registrations	Open Seats	Pending Offers	Waitlist Total
Grade Levels	2026-27 Budget	Students Registered in Infinite Campus	Students who have accepted offers and are in the process of completing their registration	Planned Enrollment - Actual Enrollment - In Progress Registrations	Students who have been extended an offer but haven't accepted yet	
TK	20	11	6	3	3	0
K	20	2	1	17	2	0
1	15	1	1	13	2	0
2	15	1	5	9	1	0
Total	70	15	13	42	8	0

Three Scenarios: Status Quo, Slow Growth, Pause Indefinitely

Scenario 1: Status Quo Per 2026-27 Adopted Budget

- Not likely based on current enrollment projections and grantor expectations
- 70 Students by 10/1/2026
- Grand Site Lease Cost \$774,000 per year 2026-27, 2027-28 (10 classrooms)
- Chapman site lease begins upon opening, likely 2028-29 \$3.4m over 4 years (up to 430 students) 2+1+1
- Includes CSGF \$500k of SSF \$200k grants

2026-27: (\$532,190) deficit without CSGF grant, break even in 2028-29.

Scenario 2: Open with 30 Students, Slow Growth

- Enrollment begins low in 2026-27 for TK-2
- In 2027-28, we start a 7th grade instead of HS because our building has the appropriate CUPs and to build a strong core of started HS students for 2029-30
- Excludes CSGF, Includes SSF in 2027-28
- HS building required in 2029-30
- No assumed start up of OCP 2 or 3 during the next five years
- Breakeven in 2030-31, \$5.5m cash required

2026-27: (\$1,244,053) deficit without CSGF grant

Scenario 3: Pause All OC Growth Indefinitely

- Fixed rent expense per Scenario 1 (assuming no negotiation out or take over by another charter)
- CSP funding reliant upon opening TK-12; possible requirement to repay \$2.5m from 2025-26; loss of \$2.6m in 2026-27; and more beyond
- Loss of OCDE and community credibility if/when project restarts
- Loss of talented staff

2026-27: (\$774,000) lease cost, plus staffing layoff and CSP repayment costs

Scenario Two Enrollment and Staffing

	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 1	Year 2	Year 3	Year 4	Year 5
Projected Enrollment & ADA by Grade					
TK	15	60	60	60	60
K	15	30	60	60	60
1st Grade	-	20	30	60	60
2nd Grade	-	-	30	30	60
3rd Grade	-	-	-	30	60
4th Grade	-	-	-	-	30
5th Grade	-	-	-	-	30
6th Grade	-	-	-	-	-
7th Grade	-	60	60	60	60
8th Grade	-	-	60	60	60
9th Grade	-	-	-	60	120
10th Grade	-	-	-	-	60
11th Grade	-	-	-	-	-
12th Grade	-	-	-	-	-
Total Projected Enrollment	30	170	300	420	660
			redhook done in this FY		
Average Daily Attendance (ADA)					
ADA %	94%	94%	94%	94%	94%
Total	28.20	159.80	282.00	394.80	620.40

Staffing maintains two principals even though HS is postponed until 2029-30

TK: 1-2 Teacher(s) + 1 DLI per 20
 K-8: 1-2 Teacher(s) + 1 DLI per 60
 SPED for 14%

The first year will be structured as one or 2 TKs (depending on enrollment) and a K-2 mixed grade level class with the intention of growing enrollment throughout the year. K-2 students are coming in with such big gaps, that a high level of personalization is needed.

Scenario 2: Financial Projection (marketing budget lives in SO and is excluded from these numbers)

OCP Scenario 2 Projections							
Multi-Year Forecast, 75% UPP							
Revised 6/26/2026							
		2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
		Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Assumptions							
	State COLA	4.31%	3.30%	3.09%	3.11%	3.12%	3.12%
	Other Revenue COLA	n/a	0.00%	0.00%	0.00%	0.00%	0.00%
	Expense COLA	3.08%	2.75%	2.68%	2.74%	3.00%	3.00%
	Enrollment	30.00	170.00	300.00	420.00	660.00	840.00
	Average Daily Attendance	28.20	159.80	282.00	394.80	620.40	789.60
Surplus (Deficit)		\$ (1,244,053)	\$ (1,801,511)	\$ (1,160,021)	\$ (1,311,524)	\$ 774,771	\$ 2,479,297
	Fund Balance, Beginning of Year	\$ -	\$ (1,244,053)	\$ (3,045,564)	\$ (4,205,584)	\$ (5,517,109)	\$ (4,742,338)
	Fund Balance, End of Year	\$ (1,244,053)	\$ (3,045,564)	\$ (4,205,584)	\$ (5,517,109)	\$ (4,742,338)	\$ (2,263,042)
		-54.5%	-55.8%	-57.9%	-54.2%	-35.4%	-14.2%

Primary issue is the \$5.5m in cash flow needed to get to break even. No interest assumed in model. Once the \$8.56m in current capital expenditures are refinanced, our LOC will return to near full capacity (\$9m).



Thank You

Coversheet

Approval of Active Education Contract

Section: III. Topical
Item: B. Approval of Active Education Contract
Purpose: Vote
Submitted by:
Related Material: Active Education ICA - (06.28.26).pdf
Active Education Proposal - Exhibit A (06.28.26).pdf
Active Education Agreement - Exhibit B (06.28.26).pdf

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on July 1, 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 Active Education, Inc. (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”), whose principal place of business is 525 Amigos Drive, Suite 1, Redlands, CA 92373, and whose mailing address is PO Box 1838, Redlands, CA 92373.

WHEREAS, Contractor submitted a proposal for services to Navigator, a true and correct copy of which is attached hereto as **Exhibit A** and which is incorporated herein by reference.

WHEREAS, Contractor submitted a proposed “Active Education School Agreement” to Navigator, a true and correct copy of which is attached hereto as **Exhibit B** and which is incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Parties agree to the “Active Education School Agreement” attached hereto as **Exhibit B**, except where modified below. In the event of a conflict between any of the terms and conditions in this Agreement and in the “Active Education School Agreement” attached hereto as **Exhibit B**, the terms and conditions of this Agreement shall control.

2. **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 C** 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.

3. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rate of \$57,375.00 per annum. Contractor must obtain NAVIGATOR prior written authorization for any expenses incurred.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on June 30, 2027 (“Term”). Navigator may provide notice of termination of this Agreement at any time and for any reason with ten (10) days written notice to Contractor. Navigator may terminate this Agreement immediately for cause with written notice to Contractor for: (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) for 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 will pay any fees due for authorized services rendered until the date of termination.

4. **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.

5. **Intentionally Omitted.**

6. **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, and ability to perform the Services in a competent and professional manner; (b) Contractor and each of its employees, agents, and/or independent contractors 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 D**; (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) Contractor’s employees shall adhere to Navigator’s policies, including but not limited to, signing in and out upon entry and exit, respectively; and (e) Contractor’s employees, agents, and/or independent contractors that serve or will serve NAVIGATOR students are trained, and accept full responsibility, to act as mandated child abuse reporters pursuant to California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq.) and are required to undergo **Mandated Reporter Training** prior to the commencement of Services and to provide evidence of such training to Navigator prior to the commencement of Services.

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.** 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, including but not limited to reasonable 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. For purposes of clarity, NAVIGATOR and Contractor agree to specifically remove the following provision from Exhibit A: "The 'Client' agrees to indemnify, defend, and hold 'Contractor', its staff, employees, and agents harmless from and against any claim, liability, expense, or cost (including reasonable attorney fees) arising from or in connection with the conduct of the program except by willful misconduct or gross negligence by 'Contractor.'"

8.7. **Insurance.** Contractor shall procure and maintain general liability insurance covering all activities of Contractor's personnel performing Services hereunder with coverage of not less than one million dollars (\$1,000,000) for any incident and two million dollars (\$2,000,000) annual aggregate per incident. Contractor shall procure and maintain Professional Liability Coverage of not less than one million dollars (\$1,000,000) per occurrence or claim. Contractor shall procure and maintain Sexual Abuse and Molestation (SAM) Coverage in an amount of not less than five million dollars (\$5,000,000) per occurrence or claim. 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 to 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 together constitute one instrument. Signatures may be made by Docusign and shall be considered original signatures.

[Signatures to Follow on Next Page]

Date: _____

“CONTRACTOR”

Date: _____

By:
Its:

“NAVIGATOR”

By:
Its:

Exhibit C

- 1) Active Education will deliver structured Physical Education programming designed to develop physical skill, teamwork, decision-making, and confidence in students through fun, engaging, game-based learning. Sessions are anchored in our Active Praise methodology, which integrates Positive Behavioral Interventions and Supports (PBIS) and Social-Emotional Learning (SEL) into the coaching approach. Sessions are age-appropriate, fun, and behavior-positive — designed to create an environment where students develop both ability and confidence.
- 2) All other services referenced in Exhibit A.
- 3) All other services referenced in Exhibit B.

Exhibit D

**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

ACTIVE EDUCATION

Engaging Young Minds

Founding Partner Proposal

Physical Education Program

2026 – 2027 School Year

Prepared for

Kamille Geneva, Principal

Orange Prep

Prepared by

Lee Hartley

Operations Manager, Active Education

525 Amigos Drive, Suite 1, Redlands, CA 92373

The Opportunity

Three things stood out from our meeting:

- **Orange Prep's "joy factor"** — positive correction over punitive — is the same coaching philosophy that drives every Active Education session.
- **Orange Prep is the first of three planned Southern California schools**, and you're looking for a partner who can scale alongside you across Santa Ana, Anaheim, and beyond.
- **The financial fit has to be right.** Quality has to come at a price that protects funding for everything else your scholars need.

This proposal is built around those three things.

The Program

Two trained coaches, on campus Tuesday, Thursday, and Friday from September 29 to June 11 — three hours per day across 30 program weeks (90 program days). Designed specifically for your TK–2 scholars across multiple grade blocks.

What's delivered every session

- **Active Zone opener** — values ritual, warm-up, and session focus. Our equivalent of your joy factor, applied to physical education.
- **Four Pillars curriculum** — physical, technical, decision-making, and psychosocial development woven through every session.
- **Active Praise / P.R.A.I.S.E. methodology** — explicit, named, behavior-positive recognition. PBIS and SEL-aligned, audited against California PE standards.
- **\$1,000 starter equipment kit included** — age-appropriate equipment (cones, balls, hoops, bibs, etc.) designed to complement Orange Prep's existing PE equipment.
- **Greg Iglesias as your Area Manager** — single point of contact, direct line for principal communication.

Active Zone — how every session starts

Every session opens with our Active Zone routine. We explain the expectations, then scholars recite them aloud together:

“I will Play Safe. I will Be Respectful. I will Be Responsible. I will Have Lots & Lots of Fun.”

That recitation does two things: it sets the tone before the first whistle, and it puts the standard in the scholars' own voice. A few minutes that determines the next hour.

Behavior management — Power of Voice

Your scholars get coaches trained in what we call Power of Voice — the ability to bring energy when a group needs lift, or drop calm when they need to reset. It's a trained skill, not a personality trait. The result on the yard: behavior management that's proactive, not reactive, with steady adult presence your scholars can rely on.

Recognition — Captain's Armband and visible rewards

Active Praise isn't just methodology — it shows up on the yard every session. Coaches recognize scholars who demonstrate kindness, respect, leadership, and good decision-making with stickers, points, and the Captain's Armband — a daily or weekly honor for scholars who lead by example. Recognition is named, specific, and immediate.

Sportsmanship and conflict resolution

When scholars can't quickly resolve a minor dispute, they use our Rock-Paper-Scissors & Choice method: the winner earns the choice of what happens next. The coach affirms the outcome and reinforces that the scholars resolved it themselves, respectfully. The game keeps moving. Scholar agency is built.

This is intentional. It's not just keeping the peace — it's teaching scholars a fun, repeatable way to handle small conflicts on their own.

Why two coaches is the right model for TK–2

A single PE teacher running TK–2 alone is forced into whole-group instruction. Two coaches give us something better: a ratio that adapts to the moment. Two groups when scholars are ready to split, one group with double adult coverage when the activity or age band calls for it.

That flexibility matters most at TK. The youngest scholars need close behavior support and visible adult presence — they're not ready for parallel groups. By 1st and 2nd, we can split into smaller working groups for skill development. The ratio adapts to what each grade actually needs; the coverage doesn't drop.

The result: faster redirection, stronger behavior management, and more individual attention — the things that determine whether young scholars actually develop skill and confidence in PE.

Why This Is the Right Financial Call

The straight comparison: what Orange Prep would pay to staff one credentialed PE teacher in California vs. what Active Education delivers.

	One Credentialed PE Teacher	Active Education Program
Annual cost (CA, fully loaded)	\$70,000 – \$90,000	\$57,375
Adults on the field	1	2
Benefits & retirement liability	Yes	None
Coverage when staff are out	Substitute required	Handled by our local pool
Hiring, training, performance management	Your team's responsibility	Ours
Equipment	Additional cost	\$1,000 starter kit included
Per-scholar cost (8 classes / ~160 scholars)	\$440 – \$560	\$359

**Active Education program reflects a 30-week schedule (Sept 29 – Jun 11). Per-scholar figure assumes ~20 scholars per class across 8 classes. Final number adjusts with confirmed enrollment.*

For less than the loaded cost of a single credentialed PE teacher, Orange Prep gets two coaches on the field, every session, with all the operational weight — hiring, training, coverage, equipment — carried on our side.

Your Founding Partner Package

PE Program, 2026–27 School Year

- Tuesday / Thursday / Friday • Sept 29 – Jun 11 • 30 weeks (90 program days) • Two coaches • TK–2 scholars
- Annual investment: \$57,375** **Network partnership pathway**

As Orange Prep grows into its planned multi-school footprint across Southern California, we'd welcome the conversation about partner pricing across the network.

Founding Partner Bonus

Included at no additional cost. Dates to be determined.

Two complimentary weeks (10 days) of recess support — a live preview of Active Education's structured recess program at Orange Prep.

Our recess team brings the same Active Praise methodology you'll see in PE: structured game options, age-appropriate activities, behavior-positive coaching, and the Rock-Paper-Scissors & Choice conflict resolution that builds scholar agency. Your team and scholars get a real preview of what structured recess looks like at Orange Prep.

Two staff, scheduled to mutual availability.

Add-On — Active Praise Staff Training

A one-hour training session for your campus team, delivered by Active Education's coaching leadership ahead of the PE program launch.

- **Date** — Tuesday, August 11, 2026 · 2:45 to 3:45 PM.
- **Active Praise / P.R.A.I.S.E. methodology** — in depth, with practical application.
- **Behavior management** — Power of Voice technique and named recognition systems.
- **Conflict resolution** — Rock-Paper-Scissors & Choice method your staff can use on the yard.
- **Practical application** — tailored to recess, lunch supervision, and other campus settings.

Investment: **\$520 flat for up to 8 attendees** *Invoiced separately from the PE program, ahead of the training session.*

The Team and the Safety Net

Your people

- **Greg Iglesias, Area Manager** — your day-to-day contact, direct line. Text Greg, get a response.
- **Lee Hartley, Operations Manager** — your principal-to-principal escalation point and quarterly review partner.
- **Local Santa Ana, Anaheim, and Whittier coach pool** — overflow coverage so you never have a missed session, no matter what.

Staffing reliability — how we keep sessions running

Staffing is the biggest operational challenge in school PE. We've built a layered coverage system so sessions are never cancelled:

- **We intentionally over-hire** across our Southern California regional team, so there's always slack in the system.
- **Our local Santa Ana, Anaheim, and Whittier coach pool** can step in without disrupting program quality — these aren't unknown subs, they're coaches who already know our methodology.
- **Greg as a final-layer backup** — out of regular ratio, available if the two layers above aren't enough. With our over-hire and local pool, it rarely comes to that. The result: when a coach is sick, we don't cancel. Someone else shows up, and the session runs.

How we'll communicate

- **First month:** weekly check-ins with Greg to dial in the rhythm.
- **Ongoing:** regular check-ins, campus visits.
- **Quarterly:** principal review with Lee — what's working, what to adjust.
- **Always:** direct line on Day 1. No tickets, no portals.

Safety, insurance, and contract terms

- **Insurance coverage** — Active Education carries general liability, workers' compensation, and professional liability insurance. Certificates provided on contract execution.
- **Background checks and live scan** — every coach is live-scanned and fingerprinted with all requirements to work in a school such as TB tested and mandated reporter trained, before stepping on Orange Prep's campus. California elementary requirement, non-negotiable on our side.

References

- **Debby Prado, Principal** — Palm Lane · dprado@vistacharterps.org
- **Roxanne Alessandro, Principal** — Vista Condor · rallessandro@vistacharterps.org
- **Mary Brimmage, ELOP Director** — Lowell Joint USD · mbrimmage@ljsd.org
- **Aldo Velasco, Principal** — Kelley Elementary, Rialto USD · avelasco@rialtousd.org

Lee Hartley · lee.hartley@activeeducation.com

Active Education · Engaging Young Minds

Active Education School Agreement

PO Box 1838, Redlands, CA 92373

THIS AGREEMENT made on this 9th (day) of June (month), 2026 and entered into by and between Active Education, hereinafter referred to as the “Contractor” and Orange Prep - Navigator Schools School/District, hereinafter referred to as the “Client”. It is agreed that the “Contractor” is acting as an independent contractor and not as an agent or employee of “Client” and respective School District. “Contractor” will provide a character education and school enrichment program, which encompasses an engaging activity-based curriculum combined with PBIS and SEL best practices.

Scope of Work:

Active Education will deliver structured Physical Education programming designed to develop physical skill, teamwork, decision-making, and confidence in students through fun, engaging, game-based learning. Sessions are anchored in our Active Praise methodology, which integrates Positive Behavioral Interventions and Supports (PBIS) and Social-Emotional Learning (SEL) into the coaching approach. Sessions are age-appropriate, fun, and behavior-positive — designed to create an environment where students develop both ability and confidence.

Program Schedule:

- (1) Program: Recess ___ Lunch ___ PE Program After School ___ Saturdays ___ Summer School ___
- (2) Number of weeks: 30
- (3) Days per week: 3
- (4) Number of Staff: 2
- (5) Number of hours per week: 9
- (6) Total number of sessions: 90
- (7) Start date: September 29th, 2026
- (8) End date: June 11th, 2026
- (9) Days the program will run: Tuesday, Thursday, & Friday

The “Client” agrees to compensate the “Contractor” for services rendered above in the total amount of: \$57,375



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Payment Terms: Contractor will invoice Client monthly in arrears for services rendered during the prior calendar month. Payment is due net 30 days from invoice date.

Insurance: Contractor shall maintain throughout the term of this Agreement: (a) Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Workers' Compensation insurance as required by California law; and (c) Professional Liability insurance with minimum limits of \$1,000,000. Contractor will provide Client with current certificates of insurance upon execution of this Agreement.

Staff Clearances: Contractor warrants that all staff assigned to provide services under this Agreement have completed Live Scan fingerprinting and background checks in accordance with California Education Code, current TB clearance, and mandated reporter training prior to working on Client's campus.

Termination: Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client will pay Contractor for all services rendered through the effective date of termination, calculated on a pro-rata basis.

Scheduled Sessions and Closures: If Client cancels a scheduled session with at least 24 hours advance notice, Contractor will reschedule the session within the program term at no additional charge where feasible. Sessions cancelled with less than 24 hours notice that cannot be rescheduled will be invoiced as if delivered. School holidays and pre-scheduled closures listed in Client's academic calendar are excluded from this clause.

Force Majeure: Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, fires, floods, pandemics, government orders, or unscheduled district-wide closures. If such circumstances persist for more than thirty (30) days, either party may terminate this Agreement upon written notice, with Client paying for services rendered prior to the force majeure event.

In the event the "Client" shall be in violation of monies owed, the "Client" agrees to pay "Contractor" the costs incurred in enforcing this payment, including reasonable attorney's or debt collection fees. The "Contractor" will provide the necessary equipment to conduct the program.



Non-Solicitation: During the term of this Agreement and for twelve (12) months following its termination, Client shall not directly hire or contract with any of Contractor's current staff members for services similar to those provided under this Agreement, without Contractor's prior written consent.

"Contractor" agrees to defend, indemnify and hold harmless the School District, its Board of Trustees, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of the "Contractor", its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the services and/or the products or this agreement, including without limitation the payment of all consequential damages and attorney fees and other related costs and expenses.

"Contractor" shall defend, at "Contractor" own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the district, its directors, officials, officers, employees, agents or volunteers.

"Contractor" shall pay and satisfy any judgment, award or decree that may be rendered against district or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from services rendered by "Contractor".

The "Client" agrees to indemnify, defend and hold "Contractor", its staff, employees and agents harmless from and against any claim, liability, expense or cost (including reasonable attorney fees) arising from or in connection with the conduct of the program except by willful misconduct or gross negligence by "Contractor".

This agreement shall be interpreted in accordance with the laws of the state of California and by the execution of this agreement the parties agree to submit themselves to the jurisdiction of the courts of California.



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School Street Address: _____

City _____

State _____ Zip Code _____

Phone (_____) _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written, including the scope of work to be performed.

I certify allowing Active Education ("Contractor") to perform their service the school shown above.

Lee Hartley - Operations Manager

Lee Hartley

6/9/26

Active Education Name Signature Date

Principal or Program Administrator's Name Signature Date

Superintendent or Deputy Name Signature Date



Coversheet

Approval of Andrew Bray Services Agreement

Section: III. Topical
Item: C. Approval of Andrew Bray Services Agreement
Purpose: Vote
Submitted by:
Related Material: Andrew Bray Proposal for Services.pdf

To: Nora Crivello, Navigator Schools (“Navigator”)
From: Andrew Bray (“Consultant”)
Re: Strategic advisory project proposal
Date: June 23, 2026

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Project Background

Navigator is at a critical inflection point as an organization. An unforeseen departure of its CEO is happening on June 30, 2026 following several months of complex and painful challenges for the organization. There are now pressing issues facing Navigator across several domains, including financial uncertainty, operational gaps, culture and morale challenges, leadership changes, board capacity, authorizer relations, and critical strategic decisions that need to be made on a rapid timeline.

Given these dynamics, the Navigator board of directors is seeking someone who can provide additional capacity and expertise to support them in their stewardship of the organization during this time of transition as described further below (the “Project”).

Project Overview

It is understood by all that the Project is fast-moving and time-sensitive. If directed by Navigator, Consultant will begin his engagement immediately and work to push the Project forward rapidly. Consultant is proposing an engagement that would run through September 30, 2026 with potential additional engagement to follow depending on what additional support Navigator requests, if any. Consultant and Navigator understand that the Project may be fluid and unpredictable and will adapt as needed.

Under the direction of the Navigator board chair, Consultant will provide strategic advisory support, project leadership, and additional capacity as needed, including in the following ways:

- Serve as project lead on board activities related to assessing current challenges and opportunities, considering strategic alternatives, and mapping the path forward for Navigator;
- Provide strategic advice to the board based on nearly 20 years working with CMOs, including extensive previous engagements with Navigator;
- Coordinate and facilitate board discussions and provide analysis to inform board members in decision-making, including by coordinating outside advisors as needed;
- Have weekly check-ins with the board chair, participate in Navigator board and committee meetings, and engage with leadership team members as directed; and
- Provide approximately 20-25 hours per week of support and travel to Navigator in-person ~2-3 times if requested by the board. If Navigator's needs increase or decrease meaningfully, the parties will discuss whether the scope of Consultant's engagement should be adjusted.

For the avoidance of doubt, Consultant will serve as an independent consultant in an advisory capacity and will not act as an officer, employee, board member, or authorized representative of Navigator. Responsibility for organizational decisions and implementation will remain with Navigator's board and staff.

#### Project Fee

Consultant's fee for the Project is \$75,000 for engagement between now and September 30, 2026. The fee will be paid approximately as follows:

- \$20,000 on or around July 15, 2026;
- \$25,000 on or around September 1, 2026; and
- \$30,000 on or around October 15, 2026

Navigator will reimburse Consultant for reasonable travel or other Project-related expenses if pre-approved by Navigator. Navigator can terminate Consultant's engagement at any time. If Consultant and Navigator decide to proceed with the Project, the parties will execute a simple consulting agreement.

# Coversheet

## Approval of CALSTRS Resolutions

**Section:** III. Topical  
**Item:** D. Approval of CALSTRS Resolutions  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EMPC Resolution (06.28.26).pdf  
Resolution re Pre-Tax Deductions (06.28.26).pdf

**RESOLUTION OF THE BOARD OF DIRECTORS OF NAVIGATOR SCHOOLS  
FOR THE EMPC RESOLUTION FOR ORANGE COUNTY PREP (BR\_2026-7)**

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools for the EMPC (Employer Pick-Up of Member Contributions) for Orange County Prep:

WHEREAS, Navigator Schools, a California non-profit corporation and operator of California public charter schools, including but not limited to, Orange County Prep, has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Teachers' Retirement Board of the California State Teachers' Retirement System (CalSTRS) adopted its resolution of IRC section 414(h)(2) on May 17, 1985; and

WHEREAS, the Internal Revenue Service has stated on August 27, 1985, that the implementation of the provisions of IRC section 414(h)(2) pursuant to the resolution of the Teachers' Retirement Board would satisfy the legal requirements of IRC section 414(h)(2); and

WHEREAS, the Navigator Schools Board of Directors has determined that even though the implementation of the provisions of IRC section 414(h)(2) is not required by law, the tax benefit offered by IRC section 414(h)(2) should be provided to its employees at Orange County Prep who are members of CalSTRS.

NOW, THEREFORE, BE IT RESOLVED:

- I. That Navigator Schools will implement the provisions of IRC section 414(h)(2) by making employee contributions to CalSTRS on behalf of its employees at Orange County Prep who are members of CalSTRS. "Employees contributions" shall mean those contributions to CalSTRS which are deducted from the salary of employees and are credited to individual employees' accounts.
- II. That the contributions made by Navigator Schools to CalSTRS, although designated as employee at Orange County Prep contributions, are being paid by Navigator Schools in lieu of contributions by the employees at Orange County Prep who are members of CalSTRS.
- III. That employees at Orange County Prep shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by Navigator Schools to CalSTRS.

IV. That Navigator Schools shall pay to CalSTRS the contributions designated as employee of Orange County Prep contributions from the same source of funds as used in paying salary.

V. That the amount of the contributions designated as employee at Orange County Prep contributions and paid by Navigator Schools to CalSTRS on behalf of an employee at Orange County Prep shall be the entire contribution required of the employee by the Teachers' Retirement Law (California Education Code sections 22000 et seq.)

VI. That the contributions designated as employee at Orange County Prep contributions made by Navigator Schools shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalSTRS.

VII. That Navigator Schools shall make no contributions designated as employee at Orange County Prep contributions until CalSTRS has developed and implemented procedures for administering the provisions of Section 414(h)(2) of the Internal Revenue Code and until CalSTRS has officially notified Navigator Schools that it will accept contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

VIII. That the effective date of this resolution is June 28, 2026.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at a special meeting for which a quorum was present on June 28, 2026. The Board Secretary of Navigator Schools certifies that this resolution was adopted at the above dated meeting of the Board of Directors of Navigator Schools.

\_\_\_\_\_  
Tomislav Peraic

\_\_\_\_\_  
Date

**RESOLUTION OF THE BOARD OF DIRECTORS OF NAVIGATOR SCHOOLS RE PRE-TAX DEDUCTIONS FOR VOLUNTARY RECEIVABLES, ORANGE COUNTY PREP (BR\_2026-8)**

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools re Pre-Tax Deductions for Voluntary Receivables, Orange County Prep:

WHEREAS, Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pickup” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the California State Teachers’ Retirement System (CalSTRS) plan conditions, members may be allowed to redeposit contributions previously withdrawn plus interest and/or purchase permissive service credit.

NOW THEREFORE, BE IT RESOLVED, that in order to permit tax deferral for these additional amounts, an employee at Orange County Prep shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to CalSTRS; and

BE IT FURTHER RESOLVED, that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with CalSTRS retirement plan requirements; and

BE IT FURTHER RESOLVED, that the effective date of this resolution is June 28, 2026.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at a special meeting for which a quorum was present on June 28, 2026. The Board Secretary of Navigator Schools certifies that this resolution was adopted at the above dated meeting of the Board of Directors of Navigator Schools.

\_\_\_\_\_  
Tomislav Peraic

\_\_\_\_\_  
Date

# Coversheet

## Approval of Prop 28 Certifications

**Section:** III. Topical  
**Item:** E. Approval of Prop 28 Certifications  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** GPS Prop 28 certification.pdf  
HPS Prop 28 certification.pdf  
WPS Prop 28 certification.pdf  
HCC Prop 28 certification.pdf

# Proposition 28: Arts and Music in Schools Funding Annual Certification Requirements

Name: Gilroy Prep (a Navigator School)

CDS Code: 4369484-0123760

Charter School Number: 1278

Allocation Year: 2025-26

As a condition of receipt of funds pursuant to [Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code \(EC\)](#) (Section 8820 et seq.), subdivision (g) of EC Section 8820 requires a local educational agency to annually certify to the following:

(1) Certify that all Arts and Music in Schools funds received in the current fiscal year will be used to provide arts education programs, and that Arts and Music in Schools funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs unless waived pursuant to subdivision (h) of EC Section 8820.

(2) Certify that such funds received in the current fiscal year will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.

(3) Certify that no more than 1 percent of funds received in the current fiscal year will be used for a local educational agency's administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.

**By checking this box, the submitting local educational agency certifies to meeting the requirements of EC Section 8820(g)(1) through (3), as outlined above.**

**Submission Date** 5/6/2026 10:43:27 AM

# Proposition 28: Arts and Music in Schools Funding Annual Certification Requirements

Name: Hollister Prep  
CDS Code: 3567470-0127688  
Charter School Number: 1507  
Allocation Year: 2025-26

As a condition of receipt of funds pursuant to [Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code \(EC\)](#) (Section 8820 et seq.), subdivision (g) of EC Section 8820 requires a local educational agency to annually certify to the following:

(1) Certify that all Arts and Music in Schools funds received in the current fiscal year will be used to provide arts education programs, and that Arts and Music in Schools funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs unless waived pursuant to subdivision (h) of EC Section 8820.

(2) Certify that such funds received in the current fiscal year will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.

(3) Certify that no more than 1 percent of funds received in the current fiscal year will be used for a local educational agency's administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.

**By checking this box, the submitting local educational agency certifies to meeting the requirements of EC Section 8820(g)(1) through (3), as outlined above.**

**Submission Date** 5/6/2026 10:44:33 AM

# Proposition 28: Arts and Music in Schools Funding Annual Certification Requirements

Name: Watsonville Prep  
CDS Code: 4477248-0138909  
Charter School Number: 2032  
Allocation Year: 2025-26

As a condition of receipt of funds pursuant to [Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code \(EC\)](#) (Section 8820 et seq.), subdivision (g) of EC Section 8820 requires a local educational agency to annually certify to the following:

(1) Certify that all Arts and Music in Schools funds received in the current fiscal year will be used to provide arts education programs, and that Arts and Music in Schools funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs unless waived pursuant to subdivision (h) of EC Section 8820.

(2) Certify that such funds received in the current fiscal year will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.

(3) Certify that no more than 1 percent of funds received in the current fiscal year will be used for a local educational agency's administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.

**By checking this box, the submitting local educational agency certifies to meeting the requirements of EC Section 8820(g)(1) through (3), as outlined above.**

**Submission Date** 5/6/2026 10:45:32 AM

# Proposition 28: Arts and Music in Schools Funding Annual Certification Requirements

Name: Hayward Collegiate Charter

CDS Code: 01-10017-0138867

Charter School Number: 2027

Allocation Year: 2025-26

As a condition of receipt of funds pursuant to [Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code \(EC\)](#) (Section 8820 et seq.), subdivision (g) of EC Section 8820 requires a local educational agency to annually certify to the following:

(1) Certify that all Arts and Music in Schools funds received in the current fiscal year will be used to provide arts education programs, and that Arts and Music in Schools funds expended in the prior fiscal year were, in fact, used for those purposes, except as provided in paragraph (3). For local educational agencies with an enrollment of 500 or more pupils, the certification shall also ensure that at least 80 percent of funds to be expended will be used to employ certificated or classified employees to provide arts education program instruction and that the remaining funds will be used for training, supplies and materials, and arts educational partnership programs unless waived pursuant to subdivision (h) of EC Section 8820.

(2) Certify that such funds received in the current fiscal year will be used to supplement funding for arts education programs and that funds expended in the prior fiscal year were, in fact, used to supplement arts education programs.

(3) Certify that no more than 1 percent of funds received in the current fiscal year will be used for a local educational agency's administrative expenses to implement this chapter and that funds received in the prior fiscal year were, in fact, used within that limit.

**By checking this box, the submitting local educational agency certifies to meeting the requirements of EC Section 8820(g)(1) through (3), as outlined above.**

**Submission Date**                      5/6/2026 10:41:49 AM

# Coversheet

## Approval of Compensation Study for Interim CEO

**Section:** III. Topical  
**Item:** F. Approval of Compensation Study for Interim CEO  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Executive Compensation Comparability Study - Interim CEO (06.28.26).pdf

## Governing Board of Navigator Schools Summary of Compensation and Benefits Survey Data for Interim CEO

**June 2026**

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers “compensation” broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of findings from a review and comparison of a sample of total compensation levels received by educational leaders in Northern California. Compensation figures are from the State Controller’s Office or from the Internal Revenue Service (Form 990) for the 2024 calendar or fiscal years (the most recent available). Student enrollment figures are from the California School Dashboard for the 2025 calendar year. The Interim CEO of Navigator Schools oversees five charter schools in Santa Clara, Alameda, San Benito, Santa Cruz, Orange Counties with a total population of approximately 1,844 students. Based on these facts, this study compared salary packages of similarly situated public school leaders. The five charter schools and four school districts surveyed in this summary have an average population of approximately 1,510 students.

Of the educational leaders sampled, and based on the available compensation data from the 2024 calendar or fiscal years outlined below, the average total compensation package (base salary plus other compensation) is approximately \$325,629. The average base salary is approximately \$273,639. The range of base salary is \$203,909 to \$354,147. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

In most cases, charter school leaders receive some salary adjustment each year. As a result, to provide a more realistic and current economic comparison, we have conservatively added 3% for each fiscal year to arrive at updated figures for the 2026-2027 school year, which would provide an average base salary of \$290,304 and average total compensation of \$345,460.

|                                                                  |                       |
|------------------------------------------------------------------|-----------------------|
| <b>Caliber Public Schools (Contra Costa and Solano Counties)</b> | <b>1,946 Students</b> |
| CEO                                                              |                       |
| <b>Total Compensation Package in 2024</b>                        | <b>\$320,990</b>      |
| Base Salary                                                      | \$281,250             |
| Other Compensation (Benefits and Retirement)                     | \$39,740              |

|                                                                       |                       |
|-----------------------------------------------------------------------|-----------------------|
| <b>Orinda Union Elementary School District (Contra Costa County)</b>  | <b>2,594 Students</b> |
| Superintendent                                                        |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$318,826</b>      |
| Base Salary                                                           | \$268,081             |
| Other Compensation (Benefits and Retirement)                          | \$50,745              |
| <b>Making Waves Academy (Contra Costa County)</b>                     | <b>1,078 Students</b> |
| CEO                                                                   |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$451,118</b>      |
| Base Salary                                                           | \$354,147             |
| Other Compensation (Benefits and Retirement)                          | \$96,971              |
| <b>Moraga Elementary School District (Contra Costa)</b>               | <b>1,805 Students</b> |
| Superintendent                                                        |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$294,689</b>      |
| Base Salary                                                           | \$246,310             |
| Other Compensation (Benefits and Retirement)                          | \$48,379              |
| <b>Mount Pleasant Elementary School District (Santa Clara County)</b> | <b>1,081 Students</b> |
| Superintendent                                                        |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$294,664</b>      |
| Base Salary                                                           | \$233,450             |
| Other Compensation (Benefits and Retirement)                          | \$61,214              |
| <b>Bullis Charter (Santa Clara County)</b>                            | <b>997 Students</b>   |
| Superintendent/Principal                                              |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$335,112</b>      |
| Base Salary                                                           | \$299,157             |
| Other Compensation (Benefits and Retirement)                          | \$35,955              |
| <b>Saratoga Union Elementary (Santa Clara County)</b>                 | <b>1,653 Students</b> |
| Superintendent                                                        |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$373,895</b>      |
| Base Salary                                                           | \$311,340             |
| Other Compensation (Benefits and Retirement)                          | \$62,555              |
| <b>Envision Schools (San Francisco &amp; Alameda Counties)</b>        | <b>1,320 Students</b> |
| CEO                                                                   |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$300,753</b>      |
| Base Salary                                                           | \$265,108             |
| Other Compensation (Benefits and Retirement)                          | \$35,645              |
| <b>Leadership Public Schools (Contra Costa and Alameda Counties)</b>  | <b>1,119 Students</b> |
| Superintendent                                                        |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$240,613</b>      |
| Base Salary                                                           | \$203,909             |
| Other Compensation (Benefits and Retirement)                          | \$36,704              |

# Coversheet

## Approval of Compensation Study for Interim President

**Section:** III. Topical  
**Item:** G. Approval of Compensation Study for Interim President  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Executive Compensation Comparability Study - Interim President (06.28.26).pdf

## Governing Board of Navigator Schools Summary of Compensation and Benefits Survey Data for Interim President

**June 2026**

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers “compensation” broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of findings from a review and comparison of a sample of total compensation levels received by educational leaders in Northern California. Compensation figures are from the State Controller’s Office or from the Internal Revenue Service (Form 990) for the 2024 calendar or fiscal years (the most recent available). Student enrollment figures are from the California School Dashboard for the 2025 calendar year. The Interim President of Navigator Schools will assist with the oversight of five charter schools in Santa Clara, Alameda, San Benito, Santa Cruz, Orange Counties with a total population of approximately 1,844 students. Based on these facts, this study compared salary packages of similarly situated public school leaders. The one charter school and five school districts surveyed in this summary have an average population of approximately 2,551 students.

Of the educational leaders sampled, and based on the available compensation data from the 2024 calendar or fiscal years outlined below, the average total compensation package (base salary plus other compensation) is approximately \$270,614. The average base salary is approximately \$220,105. The range of base salary is \$161,425 to \$268,619. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

In most cases, charter school leaders receive some salary adjustment each year. As a result, to provide a more realistic and current economic comparison, we have conservatively added 3% for each fiscal year to arrive at updated figures for the 2026-2027 school year, which would provide an average base salary of \$233,509 and average total compensation of \$287,094.

|                                                                |                       |
|----------------------------------------------------------------|-----------------------|
| <b>Bullis Charter (Santa Clara County)</b>                     | <b>997 Students</b>   |
| Chief of Academics/Educational Services                        |                       |
| <b>Total Compensation Package in 2024</b>                      | <b>\$193,478</b>      |
| Base Salary                                                    | \$161,425             |
| Other Compensation (Benefits and Retirement)                   | \$32,053              |
| <b>Moraga Elementary School District (Contra Costa County)</b> | <b>1,805 Students</b> |
| Director Educational Services                                  |                       |

|                                                       |                       |
|-------------------------------------------------------|-----------------------|
| <b>Total Compensation Package in 2024</b>             | <b>\$254,545</b>      |
| Base Salary                                           | \$212,604             |
| Other Compensation (Benefits and Retirement)          | \$41,941              |
| <b>Martinez Unified (Contra Costa County)</b>         | <b>3,787 Students</b> |
| Director Educational Services                         |                       |
| <b>Total Compensation Package in 2024</b>             | <b>\$274,065</b>      |
| Base Salary                                           | \$204,806             |
| Other Compensation (Benefits and Retirement)          | \$69,259              |
| <b>Saratoga Union Elementary (Santa Clara County)</b> | <b>1,653 Students</b> |
| Assistant Supt, Instructional Curriculum              |                       |
| <b>Total Compensation Package in 2024</b>             | <b>\$307,870</b>      |
| Base Salary                                           | \$255,999             |
| Other Compensation (Benefits and Retirement)          | \$51,871              |
| <b>Albany City Unified (Alameda County)</b>           | <b>3,694 Students</b> |
| Assistant Superintendent Of Educational Service       |                       |
| <b>Total Compensation Package in 2024</b>             | <b>\$269,753</b>      |
| Base Salary                                           | \$217,174             |
| Other Compensation (Benefits and Retirement)          | \$52,579              |
| <b>Los Altos Elementary (Santa Clara County)</b>      | <b>3,370 Students</b> |
| Assistant Superintendent Curriculum                   |                       |
| <b>Total Compensation Package in 2024</b>             | <b>\$323,970</b>      |
| Base Salary                                           | \$268,619             |
| Other Compensation (Benefits and Retirement)          | \$55,351              |

# Coversheet

## Approval of Compensation Study for Interim CFO

**Section:** III. Topical  
**Item:** H. Approval of Compensation Study for Interim CFO  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Executive Compensation Comparability Study - Interim CFO (06.28.26).pdf

## Governing Board of Navigator Schools Summary of Compensation and Benefits Survey Data for Interim CFO

**June 2026**

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers “compensation” broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of findings from a review and comparison of a sample of total compensation levels received by educational leaders in Northern California. Compensation figures are from the State Controller’s Office or from the Internal Revenue Service (Form 990) for the 2024 calendar or fiscal years (the most recent available). Student enrollment figures are from the California School Dashboard for the 2025 calendar year. The Interim CFO of Navigator Schools assists with the oversight of five charter schools in Santa Clara, Alameda, San Benito, Santa Cruz, Orange Counties with a total population of approximately 1,844 students. Based on these facts, this study compared salary packages of similarly situated public school leaders. The one charter school and five school districts surveyed in this summary have an average population of approximately 1,596 students.

Of the educational leaders sampled, and based on the available compensation data from the 2024 calendar or fiscal years outlined below, the average total compensation package (base salary plus other compensation) is approximately \$283,390. The average base salary is approximately \$221,595. The range of base salary is \$174,863 to \$279,622. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

In most cases, charter school leaders receive some salary adjustment each year. As a result, to provide a more realistic and current economic comparison, we have conservatively added 3% for each fiscal year to arrive at updated figures for the 2026-2027 school year, which would provide an average base salary of \$235,090 and average total compensation of \$300,648.

|                                                   |                       |
|---------------------------------------------------|-----------------------|
| <b>Making Waves Academy (Contra Costa County)</b> | <b>1,078 Students</b> |
| CFO                                               |                       |
| <b>Total Compensation Package in 2024</b>         | <b>\$195,132</b>      |
| Base Salary                                       | \$178,335             |
| Other Compensation (Benefits and Retirement)      | \$16,797              |

|                                                                       |                       |
|-----------------------------------------------------------------------|-----------------------|
| <b>Moraga Elementary School District (Contra Costa County)</b>        | <b>1,805 Students</b> |
| CBO                                                                   |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$235,759</b>      |
| Base Salary                                                           | \$196,971             |
| Other Compensation (Benefits and Retirement)                          | \$38,788              |
| <b>Emery Unified (Alameda County)</b>                                 | <b>590 Students</b>   |
| CBO                                                                   |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$248,441</b>      |
| Base Salary                                                           | \$174,863             |
| Other Compensation (Benefits and Retirement)                          | \$73,578              |
| <b>Mount Pleasant Elementary School District (Santa Clara County)</b> | <b>1,081 Students</b> |
| Director - Business                                                   |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$303,232</b>      |
| Base Salary                                                           | \$222,296             |
| Other Compensation (Benefits and Retirement)                          | \$80,936              |
| <b>Saratoga Union Elementary (Santa Clara County)</b>                 | <b>1,653 Students</b> |
| CBO                                                                   |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$363,361</b>      |
| Base Salary                                                           | \$279,622             |
| Other Compensation (Benefits and Retirement)                          | \$83,739              |
| <b>Los Altos Elementary (Santa Clara County)</b>                      | <b>3,370 Students</b> |
| Assistant Superintendent Business                                     |                       |
| <b>Total Compensation Package in 2024</b>                             | <b>\$354,414</b>      |
| Base Salary                                                           | \$277,483             |
| Other Compensation (Benefits and Retirement)                          | \$76,931              |