



## Navigator Schools

### Special Board Meeting

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#### Date and Time

Tuesday June 30, 2026 at 6:00 PM PDT

#### Location

#### Join Zoom Meeting

[Join Zoom Meeting](#)

#### Meeting Details

- **Meeting ID:** 963 2269 2056
- **Passcode:** 617444
- **Dial-in (US):** +1 669-900-6833
- **Alternate Access:** 96322692056@zoomcrc.com
- **Host:** laura.marco@navigatorschools.org

#### Location (if attending in person)

277 I.O.O.F. Ave, Gilroy, CA 95020

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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 2–4, 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.

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## 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
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, Corralville, IA 52241
7. 1092 Cathcart Way, Stanford, CA 94305 (Santa Clara County)
8. 2520 Apple Tree Way, Gilroy, CA 95020
9. Monte Verde 5 SW of 12th St, Carmel, CA 93921
10. 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 24 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 deben indicar su intención de participar hasta una hora antes del inicio de la reunión; los oradores serán invitados a comentar en el orden en que se hayan registrado. Puede enviar su solicitud [aquí](#).**

Los comentarios individuales estarán limitados a dos minutos. Si se requieren servicios de interpretación, deberá enviarse una solicitud por correo electrónico con al menos 24 horas de anticipación 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 retirar a un participante de la reunión si este interrumpe injustificadamente la sesión 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 con 48 horas de anticipación 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 la Sección 202 de la Ley de Estadounidenses con Discapacidades (ADA).

## Agenda

|  | Purpose | Presenter   | Time           |
|--|---------|-------------|----------------|
| <b>I. Opening Items</b>  |         |             | <b>6:00 PM</b> |
| <b>A.</b> Call the Meeting to Order<br>The Board Chair will call the meeting to order.   |         | Board Chair | 1 m            |
| <b>B.</b> Record Attendance<br>The Board Chair will record attendance and establish a quorum via roll call.  |         | Board Chair | 1 m            |
| <b>C.</b> Public Comment<br>The Board will receive public comment following time limits reviewed by the Board Chair.   |         | Board Chair | 3 m            |
| <b>II. Closed Session</b>  |         |             | <b>6:05 PM</b> |
| <b>A.</b> Vote to Enter Closed Session<br>The Board Chair will call for a vote to enter closed session.  | Vote    | Board Chair | 1 m            |
| <b>B.</b> Closed Session<br>The Board will engage in closed session discussions.<br><br>1a) PUBLIC EMPLOYEE APPOINTMENT - Title: Interim CEO<br>1b) PUBLIC EMPLOYEE APPOINTMENT - Title: Interim CFO<br>2) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION<br>Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 case) | Discuss | Board Chair | 120 m          |
| <b>C.</b> Return to Open Session   | FYI     | Board Chair | 3 m            |

Purpose Presenter Time

The Board Chair will report actions taken during closed session, if any, and the vote of every member.

**III. Topical 8:09 PM**

- A.** Approval of Active Education Contract Vote Tom Peraic 4 m
- B.** Approval of Compensation Study for Interim CEO Vote Tom Peraic 4 m
- C.** Approval of Compensation Study for Interim CFO Vote Tom Peraic 4 m
- D.** Approval of Employment Agreement for Interim CEO Vote Tom Peraic 4 m
- E.** Approval of Employment Agreement for Interim CFO Vote Tom Peraic 4 m

**IV. Closing Items 8:29 PM**

- A.** Adjourn Meeting Vote Board Chair 1 m  
The Board will adjourn the meeting.

# Coversheet

## Approval of Active Education Contract

**Section:** III. Topical  
**Item:** A. Approval of Active Education Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Active Education ICA - (06.30.26).pdf  
Active Education Proposal - Exhibit A (06.23026).pdf  
Active Education Agreement - Exhibit B (06.30.26).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 5<sup>th</sup> 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.**

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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         | <b>\$57,375</b>                     |
| Adults on the field                          | 1                           | <b>2</b>                            |
| Benefits & retirement liability              | Yes                         | <b>None</b>                         |
| Coverage when staff are out                  | Substitute required         | Handled by our local pool           |
| Hiring, training, performance management     | Your team's responsibility  | Ours                                |
| Equipment                                    | Additional cost             | <b>\$1,000 starter kit included</b> |
| Per-scholar cost (8 classes / ~160 scholars) | \$440 – \$560               | <b>\$359</b>                        |

*\*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](mailto:dprado@vistacharterps.org)
- **Roxanne Alessandro, Principal** — Vista Condor · [rallessandro@vistacharterps.org](mailto:rallessandro@vistacharterps.org)
- **Mary Brimmage, ELOP Director** — Lowell Joint USD · [mbrimmage@ljsd.org](mailto:mbrimmage@ljsd.org)
- **Aldo Velasco, Principal** — Kelley Elementary, Rialto USD · [avelasco@rialtousd.org](mailto:avelasco@rialtousd.org)

Lee Hartley · [lee.hartley@activeeducation.com](mailto: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", it's 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 Compensation Study for Interim CEO

**Section:** III. Topical  
**Item:** B. Approval of Compensation Study for Interim CEO  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Executive Compensation Comparability Study - Interim CEO (06.30.26).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 CFO

**Section:** III. Topical  
**Item:** C. Approval of Compensation Study for Interim CFO  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Executive Compensation Comparability Study - Interim CFO (06.30.26).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              |