



Date: May 10, 2018

To: Board of Directors

From: Kevin Sved, CEO

Re: Authorization to Execute Consulting Services Agreement

Recommendation

It is recommended that the Board authorize the CEO to execute a Consulting Services Agreement to provide professional development services and curriculum developed by Navigator Schools to Wonderful College Prep Academy.

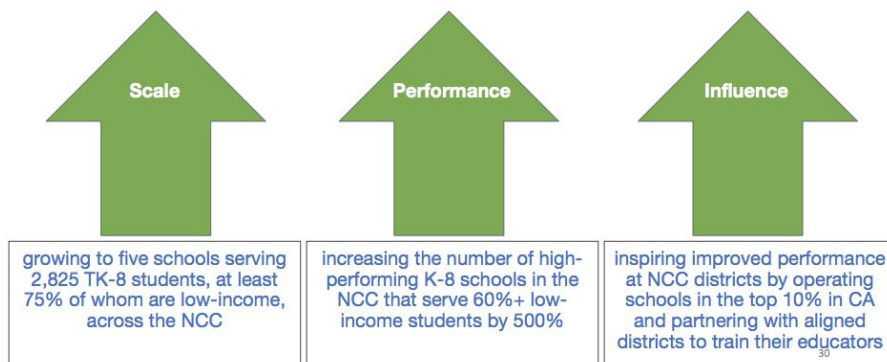
Background

Navigator Schools started with a commitment to share its learning with others in order to inspire improved teaching and learning in as many schools as possible. A similar spirit of service and sharing has benefitted Navigator, as the recipe for Navigator’s model is a result of utilizing ingredients inspired by other schools that our staff have visited over the years. This commitment to expanding Navigator’s impact is reflected in our strategic plan, as indicated in the Board-approved impact statement that is part of the strategic plan.

Our Future Impact



By 2022, Navigator will become a beacon for outstanding TK-8 education for underserved students throughout the NCC by:



The commitment to inspire improved performance in other schools thus far has been largely focused on providing tours, sharing our learning, inviting limited numbers of educators into our Navigator trainings, and providing access to our online materials and resources. Two exceptions have been the collaboration with district schools, Rod Kelly in Gilroy Unified School District and R.O. Hardin in Hollister School District, where more extensive collaboration has occurred with mixed results. **There is a need to define Navigator’s strategy to inspire improved performance in other schools** and determine how this fits in the organization, how it will be managed, to what extent Navigator will commit time and energy to this work, and how it will be funded.

A Wonderful Opportunity

An opportunity has arisen that will allow Navigator to test ideas about the work of inspiring improved performance. In February of this school year, Gilroy Prep was visited by the leadership team of Wonderful Prep. Wonderful Prep currently operates a K-1, 6-12 school in Delano and a K-2 program in Lost Hills with a planned expansion to K-12 in Delano and K-6 in Lost Hills next school year. The student population is 75% low-income and 92.7% Latino, very similar to student populations Navigator will be serving in Watsonville and other target communities.

Wonderful Prep expressed interest in contracting with Navigator to provide summer training, curriculum sharing, and ongoing coaching in the 2018-19 school year.

After a subsequent visit by Navigator's CAO to their Delano campus, our staff has identified Wonderful Prep as an organization well-positioned to successfully implement much of the Navigator model for these key reasons:

1. Wonderful classrooms have a two-employee model allowing for a centers model for math and ELA
2. Wonderful will be changing their model next year to incorporate a Humanities and STEM block such as the model Navigator uses
3. Wonderful utilizes technology in a similar manner to Navigator including two projection devices in every classroom
4. There is strong leadership and mission alignment between the principal, executive director, and board chair

Wonderful Prep requested a concept budget from Navigator which included:

1. A week of training in the summer
2. Weekly Zoom meetings to review coaching feedback videos
3. Academic data and support toward setting instructional priorities
4. Visits to the two campuses on the last Monday and Tuesday of each month (nine total).

A concept budget of \$120,000 was completed and sent to Wonderful Prep and their board has subsequently approved the project and associated costs, with the condition that it must be approved by the Navigator Board as well.

Rationale for Supporting the Partnership

With a commitment to open Watsonville Prep School in 2019-20, begin the greenlighting process for School 4, and continue to make progress on other priorities, launching into this new work should only be done if it aligns with Navigator's priorities for 2018-19. After much consideration and internal debate, I am recommending that we move forward with the partnership for five main reasons, which I will explain in more detail below:

- 1) The funding from the collaboration will support the hiring of a full-time Innovation Fellow, with the net gain in FTE supporting Navigator to "win" on the three programmatic priorities in 2018-19.
- 2) Tools, strategies, and lessons learned during this pilot will strengthen the Academic leadership team's ability to coach and support Navigator schools.
- 3) Navigator needs to define this third strategy for impact and the partnership provides an ideal set of circumstances to help Navigator test ideas that will help determine how the work of inspiring improved performance fits in the organization.

- 4) With a full-time Chief Academic Officer and full-time Director of Curriculum and Instruction, we are positioned this year to support both Navi sites as well as an external entity.
 - 5) The potential benefits of a successful partnership with Wonderful Prep outweigh the risks.
- 1) *FTE Value Add.* Analyzing the staff time to be allocated to support the partnership, we estimate it to be the equivalent of .2 to .25 FTE, with the majority of that time being provided by CAO James Dent. With the funding received through the partnership, we will add a full-time Innovation Fellow. The 20-25% of work that would have been part of the CAO's duties in 2018-19 without the Innovation Fellow will be absorbed by the Innovation Fellow, including video documentation of best practices, codifying the middle school model, and supporting the codification work for winning on the math priority. While it may take the Innovation Fellow more time to complete the duties than the CAO would have needed, we conservatively estimate a value add of 50% of the Innovation Fellow's time to support other program codification efforts that will strengthen Navigator's abilities to win on math and social emotional learning priorities. This codification work will also help us train new staff and support existing staff at GPS and HPS, and will be instrumental in helping us effectively launch schools 3-5.
 - 2) *Organizational Learning.* As Navigator grows into a five-school network, the Support Office will need to develop more effective tools and systems for school observations and feedback systems for school leadership. This partnership will provide an opportunity to experiment and refine these tools and systems. Additionally, this partnership will help Navigator better learn the strengths and weaknesses in our academic model when applied in schools that are more demographically similar to schools in our target communities, with higher percentages of FRL and EL students than we currently serve. Tools, strategies, and lessons learned during this pilot will strengthen the Academic leadership team's ability to coach and support Navigator schools.
 - 3) *Defining Impact Strategy.* Navigator needs to define this third strategy for impact. This is a passion from staff that will not go away and it is important that we define how to channel this passion and energy in a way that effectively supports the current and future Navigator schools. This partnership will help us learn from experience to inform this strategy.
 - 4) *Staff Capacity.* With a full-time CAO and full-time Director of Curriculum and Instruction (DCI), we are able to provide a strong system of support for our new principals while also providing external service support. Additionally, we have clarified roles and responsibilities for for CAO and DCI who will both be providing coaching and support for our new principals, building on their complementary strengths. A more detailed analysis of these roles and responsibilities, as well as other Support Office academic leaders is attached as Attachment A. We also attached our Principal Support Plan in Attachment B. In contrast to our first external support experience with Hollister School District, the Navigator support office team is much larger as it looks to support Wonderful Prep. Additionally, we are not opening a new school next year, but possibly will be in the next three subsequent years. Below is a comparison of the past three years in terms of capacity to support an external entity.

2016-17 (RO Hardin Support Year)	2017-18	2018-19
<ul style="list-style-type: none"> ● CAO / GPS Principal ● Director of Student Services 	<ul style="list-style-type: none"> ● CAO / GPS Principal ● Director Student Services ● Data / Curriculum Analyst ● Innovation Fellow 	<ul style="list-style-type: none"> ● Chief Academic Officer ● Director Student Services ● Director of Curriculum and Instruction ● Innovation Fellow ● Data / Curriculum Analyst ● WPS Principal (Year 0)*

* In preparing the WPS Principal for success in 2019-20, there will be some projects that will support existing schools. For example, strengthening parent engagement at HPS through the English Learner Advisory Council (ELAC) will help serve HPS will also preparing the WPS Principal to effectively launch the ELAC in Watsonville.

- 5) *Benefits outweigh the risks.* In addition to the benefits described above, other benefits include:
- Demonstrating a proven ability to effect change in other schools can strengthen Navigator’s appeal to grow in new districts.
 - Demonstrating the need for Navigator’s services can help attract philanthropy that will further accelerate codification of Navigator curriculum and training tools.
 - Expanding positive influence and impact can open new philanthropic doors to Navigator that can help support long-term facility solutions for Navigator Schools. (This has been the case for Valor Collegiate Academies with their Compass program.)

The biggest risks for moving forward with this partnership are:

- The added work negatively affects existing schools
- Failure and potential harm to Navigator’s reputation

Mitigating risk of negative impact in existing schools. We will mitigate the risk of this partnership having a negative impact on the existing schools by clearly demonstrating the specific time that will be allocated for Wonderful Prep. This will help ensure clarity on expectations for all parties involved. Any staff time utilized to support Wonderful Prep will be closely monitored to help ensure that we are not over-extending our resources. A monthly step-back meeting with CEO and CAO will include reviewing staff support at Navigator campuses, and an accounting of time and progress reporting for the Wonderful project.

One potential cause of stretching our staff could be unexpected attrition among Navigator leadership, which happened with the R.O. Hardin collaboration. As a back-up plan in this instance, we have current Vice-Principals who are ready for principalships. We also have two Vice-Principal in Training positions in 2018-19 who can back-fill vice principal openings. These are full-time teachers who are receiving stipends to fulfill extra duties that will prepare them to be future vice-principals, while also stepping into leadership roles while site leaders are off-site. These staff members can be called upon to fill unforeseen vice-principal openings. And with our Teachers-in-Training, we are always ready to fill unforeseen teacher openings.

Mitigating risk of failure and harm to reputation. To mitigate this risk, we will incorporate lessons learned from the R.O. Hardin experience, and help ensure there is philosophical alignment with Wonderful Prep. We will develop a "Conditions for Success" statement that clearly defines a shared understanding between NS and W of certain conditions that must be accepted as "ground rules" for the project before it begins. Additionally, we will develop criteria for success that will help create clarity and strengthen our ability to track success, and make adjustments as needed.

Metrics of success may include:

- SBAC / MAP scores at Wonderful Prep will increase by five percent next three year.
- Eighty percent of Wonderful Prep instructional staff report feeling adequately trained and supported to implement a high quality instructional program.
- Eighty percent of Wonderful Prep leadership staff reports feeling that they are adequately trained and supported to develop a strong culture, DDI and coaching model. These measurements will be based on pre-training, mid-year, and end-of-year surveys.

Internal Metrics for Navigator

- NS staff time to deliver services did not exceed allocated time by more than 10%.
- 100% of NS Principals indicate that principal development and support provided by Support Office met or exceeded expectations.
- NS received all contract funds projected

To build increasing capacity to deliver outreach services of the highest quality, NS will implement a project progress monitoring system. This effort is aligned to the "culture of excellence" Compass Point guiding Navigator Schools. To provide objective internal and contractual accountability, this system will be maintained by the Director of Business and Finance. The key aim of this system is to create a timely feedback loop between NS and Wonderful. This feedback loop will increase communication, fuel insights for innovation, and provide a cumulative record of evidence to inform evaluation of the project upon its completion.

The Business and Finance department will receive monthly feedback from Wonderful in the form of standardized, monthly satisfaction surveys and short narrative reflections that focus on the status and quality of deliverables and services. The Director of Business and Finance, supported as necessary by relevant members of the SO staff, will maintain an ongoing project dashboard or rubric to be utilized as a reporting mechanism at NS Directors meetings, NS Board Finance Committee meetings, and weekly check-ins between project leaders and the CEO.

Summary

It is recommended that the Board authorize the CEO to execute a Consulting Services Agreement to provide professional development services and curriculum developed by Navigator Schools to Wonderful College Prep Academy. A draft consulting agreement is attached.

Attachments

- Roles and Responsibilities for the 2018-19 Academic Lead Team
- New Principal Support Plan
- Sample Consulting Agreement

Attachment A

Roles and Responsibilities for the 2018-19 Academic Lead Team

Below is a summary of high-level roles and responsibilities for the 2018-19 Academic Lead Team:

Chief Academic Officer

- Responsible for overseeing and maintaining the Navi staff and student culture
- Coach and evaluate Principals
- Develop leadership development program
- Develop and oversee instructional coaching program
- Oversee external consulting opportunities
- Oversee development of Navigator academic data reporting system and dashboard
- Oversee continual improvement process for academic model
- Support student support team with SEL and academic interventions
- Oversee implementation of best practices of current and new academic technologies

Director of Student Services

- Coach student services staff
- Develop the vision, mission, guiding principles, and strategic plan for Student Services
- Ensure seamless delivery of support services for students through cooperative, collaborative, and timely efforts with school leaders, parents, and external agencies
- Develop and revise policies, regulations, and procedures in compliance with applicable federal and state regulations
- Develop recommendations related to financial resources needed for student services and oversee approved Special Education budget
- Oversee multi-tiered system of supports
- Oversee summer school program

Director of Curriculum and Instruction

- Develop teacher development program
- Support site leader development and website
- Project manager for Navi 101/201
- Develop mentor teacher program including TnT program
- Develop external site visit calendar
- Support external consulting opportunities
- Research and development for new curriculum and academic technologies
- Align and codify best instructional practices across sites
- Align and codify curriculum across sites
- Develop system to access video support for curriculum and instruction
- Support student support team with SEL and academic interventions
- Oversee the training of best practices of current and new academic technologies

Data Analyst / Curriculum Specialist

- Coach and support Deans for data and site interventions
- Develop curriculum during release days
- Oversee data meeting process at sites
- Oversee Navigator interventions including classroom, afterschool and blended
- Oversee implementation of blended learning programs and data use
- Project manager for administration state mandated testing
- Oversee Navi assessment calendar
- Oversee report card process at sites
- Support student support team with SEL and academic interventions

Watsonville Prep Principal (Year 0)

- Manage staffing and training of WPS staff
- Engaging Watsonville Community and being an active presence in Watsonville
- Support the codification of the K-5 curriculum
- Support creation of teacher development program
- Other development-aligned special projects

Innovation Fellow

- Create professional development decks and videos for all Navi 101 strategies.
- Support teachers in the development and implementation of new strategies/ideas.
- Support teacher implementation of existing strategies
- Collaborate with Director of Curriculum and Instruction to upload professional developments and videos to website
- Oversee continual improvement process for plug-ins trainings.
- Research and development for new plug-ins
- Develop DDI PD's and video trainings
- Develop Observation and Feedback PD's and video trainings
- Support teacher implementation of student services strategies

Attachment B

New Principal Support Plan Overview 2018-19 (Draft)

Guiding question: How will we develop new principals and ensure our schools are properly supported?

Each of our principals has been to the RELAY training and will have finished Innovate Public Schools Start-up Fellowship (Crystal will by the end of next school year). Additionally, both Crystal and Debbie have worked in site leadership for at least three years at the Navigator campuses. Next year, each principal will initially have one meeting per week with James and Heather together as we focus on building excellent relationships and a strong process for the weekly meetings and support. James and Heather will spend 1.5 days each week at each campus, supporting principals and site leadership.

	Principal Weekly Development			
	School Management Self and Team	Personal / Team Leadership	Culture Staff and Student	External Development
Crystal GPS	Heather	James	James/Heather	Innovate Fellowship
Debbie HPS	Heather	James	James/Heather	TBD*
Andi WPS	James/Heather	James	James/Heather	Ryan Fellowship

*Debbie has already completed Relay and Innovate trainings.

School Management Self and Team

Navigator has realized that school management is a critical component to achieving consistency between our school sites. The feeling of being at the same site, despite the distance between them, has always been a goal. To that end, we have differentiated school management into two areas: self management and team management. Accountability was an action step for our leadership team and we have iterated a tool borrowed from Achievement First which will enable use to do two things:

1. Provide all new leaders clarity on the responsibilities in their role
2. Manage the completion of tasks and progress of projects of their team

We have completed a prototype [here](#) of this “Task/Project Tracker” for the principal, vice principal of culture and vice principal of academics. Heather will be responsible for meeting weekly with the three leaders to review their weekly progress and provide support in the areas the principal or their team are struggling.

Personal / Team Leadership

James will be responsible for developing our principals in the area of personal leadership development. This is broken into several domains including but not limited to:

1. Accountable Communication Technology (ACT)
2. Developing individual leaders
3. Building effective teams
4. Running effective meetings
5. The concept of servant leadership

Over the years, Navigator has been increasingly effective at developing leaders from within. This year, with the ACT training and other principal development work, it has become clear that personal and team leadership can be developed and improved and that a focus in this area will help accelerate each individual principal's development. A series of short courses focusing on the topics above will be held with cohorts of principals using book studies at its base. Much of the work will be housed online and a draft has begun [here](#).

Culture Staff and Student

Staff and student culture are the foundation of Navigator success. The principal has been determined to be the "guardian" of culture at the sites. Both RELAY and Innovate have a strong focus on building strong cultures at schools. We are currently building PD's and mini-courses that will help develop our site principals to become excellent culture builders.

The Task/Project Tracker includes a category for school culture. This category includes items such as morning huddle, weekly staff emails, shout-outs, parent coffees, Parent Club Meetings and activities calendar. James and Heather will be reviewing this category with the principals on a weekly basis.

External Development

Navigator has invested heavily in RELAY Graduate School of Education as well as Innovate Public School's Start-Up Fellowship for all site leaders. In 2018-19 and into the future, we will continue to support Navigator attendance in these programs. Crystal is slated to attend Innovate next year as Andi and Debbie already have attended. All three have been trained at RELAY and Andi has recently been accepted as a Ryan Fellow. Principals will also be considered for attendance at conferences based on content or individual need as they are identified.

CONSULTING SERVICES AGREEMENT (DRAFT)

This CONSULTING SERVICES Agreement (this "Agreement") is entered into as of June 1, 2018 (the "Effective Date"), by and between Wonderful College Prep Academy, a California nonprofit public benefit corporation, located at 2070 Veneto Street, Delano, California 93215 (the "Academy"), on the one hand, and Navigator Schools, located at 650 San Benito Street, Hollister, California 95023 ("Consultant"), on the other hand, with reference to the following facts:

WHEREAS, the Academy and Consultant have agreed that Consultant will provide certain consulting services to the Academy pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the various covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Term; Termination.

(a) Term. The Academy hereby engages Consultant, and Consultant accepts such engagement, for a term commencing on the Effective Date and continuing until the later of: (i) the date on which the Services (as defined below) have been completed to the Academy's satisfaction and the Academy's Acceptance (as defined below) of such Services as more particularly described in Exhibit A attached hereto; or (ii) May 31, 2019 (the "Initial Term"). The Initial Term may be extended for a further six (6) month term on the terms and conditions of this Agreement by providing written notice to Consultant no later than thirty (30) days prior to the expiration of the Initial Term (the "Extended Term" and, together with the Initial Term, the "Term").

(b) Termination. The Academy may terminate this Agreement at any time, with or without reason, effective thirty (30) days from delivery of written notice to Consultant.

(c) Effect of Termination. Upon any termination of this Agreement pursuant to subsection (b) above, (i) in the event that the Academy owes Consultant any accrued and unpaid amounts of the Fee (as defined below) for Services actually performed by Consultant through the effective date of termination, the Academy shall pay the Fee, on a pro rata basis, for Services actually rendered through the effective date of such termination; or (ii) Consultant shall promptly reimburse to the Academy on a pro rata basis any prepaid amounts of the Fee paid to Consultant for any Services not rendered as of the effective date of termination.

2. Services; Acceptance.

(a) Services. Consultant shall provide the services as the Academy shall from time to time request, including, without limitation, those services described in Exhibit A attached hereto (collectively, the "Services") and deliver to the Academy any content or other such materials, including, without limitation, all concepts, strategies, plans, reports, documents and other materials created or developed in the performance of the Services in addition to the materials set forth in Exhibit A (collectively, the "Deliverables"). The Academy and Consultant may mutually agree in writing to modify the scope of the Services to be provided by Consultant under this Agreement.

(b) Performance of the Services.

(i) Consultant agrees to use, and agrees that it shall require each of its vendors, contractors or subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by applicable law to enable such persons to perform services involving any part of Consultant's obligations under this Agreement.

(ii) Consultant shall communicate as appropriate with the Academy about progress Consultant has made in performing the Services.

(iii) Consultant shall supply all tools, equipment and supplies required to perform the Services, except if Consultant's work must be performed on or with the Academy's equipment.

(iv) Consultant shall perform the Services in accordance with standards prevailing in the Academy's industry, and in accordance with any applicable laws, rules or regulations.

(c) Academy's Obligations. The Academy shall:

(i) Agree to "Conditions for Success" statement that clearly defines a shared understanding between Academy and Consultant.

(ii) Notify Consultant of any changes to the Academy's procedures affecting Consultant's performance of the Services and obligations under this Agreement at least fifteen (15) days prior to implementing any such changes.

(iii) Promptly provide any requested and necessary documentation, information, access to personnel and cooperation reasonably required to provide the Services. Any delay or failure to provide materials, information or cooperation may result in a revision to any agreed timetable for the performance of the Services and delivery of the Deliverables.

3. Compensation.

(a) Fee. Subject to subsection (c) below, in consideration for the Services and the Deliverables, the Academy shall pay to Consultant) One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500) (the "Fee"). The Academy also agrees to compensate for lodging, travel and food for summer training and monthly visits. Any expense in excess of \$1,000 shall be approved by the Academy in advance in writing (which may be by email). Consultant acknowledges and agrees that the Fee includes, and no separate payments shall be made by the Academy for, any other activities performed by Consultant in connection with providing the Services and the Deliverables.

(b) Invoicing/Payment. The parties agree that the Fee shall, subject to Sections 2(c) and (d) above, be paid by the Academy to Consultant in three (3) installments as follows:

- (1) \$39,166 within 5 business days of the Effective Date;
- (2) \$39,166 on November 30, 2018; and
- (3) \$39,168 on June 30, 2019.

In addition, on a monthly basis, Consultant shall submit to the Academy, a written update detailing all Services performed during such month along with any Deliverables provided to the Academy during such month, including the dates and hours of service, and all reimbursable expenses incurred by Consultant during such month with applicable backup documentation. Such reports shall also include any additional information and supporting documentation that the Academy shall reasonably request. The Academy shall reimburse Consultant for any applicable expenses within 30 days of the end of the month in which they are incurred.

(c) Limits on Fee. The Academy and Consultant agree that the total Fee for the Services and the Deliverables (as provided by Section 3(a) above) shall not exceed One Hundred Eight Thousand Five Hundred Dollars (\$108,500) unless agreed to, in writing, by the Academy.

4. Relationship of the Parties; Withholding and other Deductions. Consultant acknowledges and agrees that the relationship between the Academy and Consultant intended to be created by this Agreement is that of client and independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent or officer of the Academy. Consultant acknowledges and agrees that they are responsible for paying all taxes related to the compensation payable to it hereunder and that the Academy will not withhold any monies for payments which Consultant is required to make pursuant to any applicable law, governmental regulation, rule or order. Consultant agrees to indemnify and hold harmless the Academy from and against any and all claims, judgments, losses, damages (including special and consequential damages), costs and expenses, including actual attorneys' fees and costs, imposed upon or incurred by the Academy resulting or arising out of any failure of Consultant to pay any such taxes when due.

5. Confidential Information; New Information; Representation and Warranties.

5.1 Consultant acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Consultant for the benefit of the Academy, and that during the Term, Consultant will be responsible in whole or in part for the creation of, or may acquire or have access to, certain Confidential Information (as hereinafter defined) of the Academy. During the Term and at all times thereafter, Consultant shall preserve as confidential all Confidential Information that it may create, acquire or have access to during the Term. Without the Academy's prior written consent, which may be given or withheld in the Academy's sole and absolute discretion, Consultant shall not disclose any Confidential Information (i) to any third party nor give any third party access thereto, nor (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Consultant, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Consultant promptly notifies the Academy of such pending disclosure and

consults with the Academy prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Consultant is required by applicable law or legal process to disclose any Confidential Information, Consultant agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

5.2 As used in this Section 5:

5.2.1 "Confidential Information" shall mean (i) information or material that gives or could give the Academy some competitive advantage or the disclosure of which could be detrimental to the Academy's interests, (ii) information or material which is owned by the Academy or in which the Academy has an interest, and all other information or material conceived, originated, discovered or developed, in whole or in part, by Consultant while performing the Services, (iii) all information (in writing or otherwise) concerning the Academy (including, without limitation, information concerning the Academy's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, plans or prospects) which is not generally known by the public, and (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of, any information or material which the Academy furnishes to Consultant or prepared by or for Consultant based on information or material which the Academy furnishes to Consultant. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by Consultant's acts or omissions; or (b) is or becomes available to Consultant without obligation of confidence from a source (other than the Academy) having the legal right to disclose such information; or (c) is already in Consultant's knowledge or possession and was not received by Consultant as a result of a prior relationship with the Academy.

5.2.2 "Academy" shall include any and all affiliates of the Academy.

5.2.3 "Consultant" shall include any and all employees, assistants, agents, advisors, independent contractors and affiliates of Consultant.

5.3 Representations and Warranties of Consultant. Consultant represents and warrants to the Academy that it is not under any contractual or other restriction or obligation that is inconsistent with the execution of this Agreement, the performance of the Services hereunder, or the rights of the Academy hereunder. Consultant represents and warrants, to the best of its knowledge, that the Deliverables and any work product produced as part of the Services do not and will not infringe on any third party intellectual property rights.

6. Publicity. No public announcement or promotional material, advertising, or notice to any third party (whether written or oral) concerning the Services, Deliverables or this Agreement shall be issued, given, or otherwise disseminated by Consultant without the prior written approval of the Academy. Consultant shall neither use the Academy's logo or other trade or service marks, nor publicly state that the Academy is satisfied with the Services, Deliverables or otherwise endorse the use of such Services, without the Academy's prior written approval.

7. Use of Trademarks. Consultant may use, reproduce and distribute the Academy's service marks, trademarks and trade names (if any) (collectively, the "Academy Marks") solely in connection with the performance of the Services. Any goodwill received from this use will accrue to the Academy, which

will remain the sole owner of the Academy Marks. Upon the expiration or earlier termination of this Agreement, Consultant will have no further rights to use the Academy marks, unless the Academy provides written approval for each such use.

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any suit brought in connection with this Agreement shall be brought in the state or federal courts sitting in Los Angeles, California.

9. Indemnification. Consultant agrees to indemnify and hold harmless the Academy and its affiliates and their respective officers, directors, shareholders, partners, members, managers, trustees, employees, agents, successor and assigns from and against any and all claims, judgments, losses, damages (including special and consequential damages), costs and expenses, including actual attorneys' fees (at market rates) and costs, imposed upon or incurred by any of them resulting or arising directly or indirectly out of (a) Consultant's breach of this Agreement and/or applicable laws; (b) Consultant's negligence or intentional misconduct; or (c) any allegations that any materials (including trademarks and logos) provided by Consultant infringes upon or otherwise violates any intellectual property or other right(s) of any third party.

10. Notices. Unless otherwise specified in this Agreement, all notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), sent by fax or email, or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to:

If to the Academy:

Wonderful College Prep Academy
2070 Veneto Street
Delano, California 93215
Attention: Ricardo Esquivel, Executive Director
Email: Ricardo.Esquivel@wonderfulcollegeprep.org

If to Consultant:

Navigator Schools
650 San Benito Street, Suite 230
Hollister, CA 95023
Attention: Ami Ortiz, Director Business and Finance
Email: aortiz@navigatorschools.org

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

11. Entire Agreement; Modification. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

12. Survival. To the fullest extent permitted by law, the following sections of this Agreement shall survive the termination of this Agreement and Consultant's engagement hereunder: Sections 1, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18 and 19.

13. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

14. Waiver. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

15. Assignment. Consultant may not assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of the Academy.

16. Further Assurances. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement, including, without limitation, the terms of Section 5.2 hereof.

17. Severability. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.

18. Force Majeure. Notwithstanding anything in this Agreement to the contrary, the obligations of the Academy or Consultant will be suspended to the extent that such party is hindered or prevented from complying with this Agreement in any way because of matters outside of the party's reasonable control, including, without limitation: labor disturbances; acts of God; failure of a telecommunications carrier to provide lines or service; governmental regulations or interference; accidents; fires; explosions; acts of war or terrorism, or from any other similar or dissimilar cause beyond the reasonable control of such party (collectively a "Force Majeure"). If a party's obligations are suspended pursuant to this Section, such party shall not be liable to the other party or any other person or entity for any claims, causes of action, loss or damage in any way arising out of, or related to, such Force Majeure or suspension of such party's obligations, except for the Academy's payment obligations to Consultant for Services rendered prior to the Force Majeure. Consultant will not bill the Academy for Services that are suspended as a result of an applicable Force Majeure event. Upon the cessation of a Force Majeure, such party's obligations shall resume.

19. Attorney's Fees. In the event of legal proceedings between the parties relating to this Agreement, the party prevailing in such proceedings shall be entitled to recover all costs in connection therewith, including reasonable attorney's fees (at market rates).

20. Counterparts. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

21. Time is of the Essence. Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ACADEMY:

WONDERFUL COLLEGE PREP ACADEMY

By:

Ricardo Esquivel
Executive Director

CONSULTANT:

Navigator Schools

By:

Kevin Sved
CEO

Exhibit A

SCOPE OF WORK

Anticipated time: 2018-2019 School Year.

Proposed Scope of Work

Cost per grade

6-8 ELA Curriculum

Pacing plan by Grade (6-8):	\$1,000	\$3,000
Guided Reading Components by Grade	\$1,000	\$3,000
Assessments by Grade	\$1,000	\$3,000
		\$9,000

6-8 Math Curriculum

Pacing plan by Grade (6-8):	\$1,000	\$3,000
Instructional Slides by standard/grade (6-8):	\$1,750	\$5,250
Spiral Slides per Grade (6-8)	\$1,750	\$5,250
Assessments (6-8)	\$1,000	\$3,000
		\$16,500

K-5 Math Curriculum

Pacing Plan by Grade (K-8)	\$1,000	\$6,000
Instructional Slides by Standard/grade (K-5)	\$1,750	\$10,500
Spiral Slides per Grade (K-5)	\$1,750	\$10,500
Assessments	\$1,000	\$6,000
		\$33,000

Wonderful 101 Math Training (5 Days - PM)

K-5 Elementary Math Leads and SGT	\$3,500	\$10,500
All 6-8 Math Teachers	\$3,500	\$10,500
		\$21,000

Wonderful 101 Summer Classroom Management (5 days – AM)

Elementary Leads and K-5 staff	\$3,500	\$10,500
All 6-8 Staff	\$3,500	\$10,500
		\$21,000

· Annual Leadership Development for Elementary Leads / Weekly two hour virtual meeting and one two-day visit per month

Instructional Coaching (September-November)	\$4,000	
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Data Driven Instruction (December-February)	\$4,000
School Culture (Ongoing)	\$4,000
Personal Leadership Development (Ongoing)	\$4,000
	\$16,000

"Unlimited Visits to Navigator Onsite PD's and Classrooms Visits"	\$1,000
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18-19 Total	\$117,500
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* Lodging, travel and food reimbursable to Navigator for summer training and monthly visits