



Date: June 12, 2018

To: Board of Directors

From: Kevin Sved, CEO

Re: Authorization to Execute Consulting Services Agreement

Background

A proposal to pilot providing external support services was provided in the Board packet for the May 15 Navigator Schools Board Meeting. During the meeting, Board Members shared questions, concerns and insights regarding Navigator Schools providing external support services. This feedback was very helpful and appreciated. After carefully considering the feedback, I am returning to the Board to seek approval for a scaled-down version of the plan that takes into account the feedback and responds to the questions and concerns. Before detailing how we will address Board concerns, I want to share more about why I feel it is important for Navigator to strengthen capacity in 2018-19 as an external support provider and why this opportunity with Wonderful Prep makes sense for us at this time.

Why this is the right move right now

As the political environment for charter growth gets increasingly difficult, strengthening our ability to expand our impact by working with other schools will help Navigator further its mission in a number of ways, including:

1. We will expand our impact by directly supporting instructional innovation at two schools that serve 75% low-income and 92.7% Latino students.
2. We will increase our capacity to support other schools, which will extend Navigator's ability to expand impact in ways other than opening new Navigator-run schools.
3. We will strengthen Navigator's experience in working with high EL and high FRL population, which will improve our expansion efforts.

Additionally, from a financial perspective, the Wonderful Prep project in 2018-19 makes sense. We are building capacity at the Support Office to support existing schools by continued codification and enhancement the Navigator model, and strengthening our operational and compliance systems. Maintaining the continuity of the strengthened and expanded SO team will require meeting the milestones of the multi-year growth funding, as well as additional outside funding. Developing a new revenue stream can help sustain continued improvement efforts in the event that we are not able to adhere to the aggressive growth timeline starting new schools in 2019, 2020, and 2021.

Addressing Board Questions and Concerns

Capacity. A major concern expressed was related to Navigator Schools capacity to provide external service support while still meeting the most important organizational priority of launching Watsonville

Prep and effectively running Gilroy Prep and Hollister Prep, at a time when both schools will have new first-year principals.

This good push from the Board caused the staff to examine 2018-19 plans and roles more closely, including the following activities:

1. The plans to support our new principals were developed in more detail, building weekly schedules to provide the necessary supports to the principals and school leadership teams.
2. The project plan to launch Watsonville Prep was reexamined to ensure that all potential stresses that may be caused by the Wonderful Prep project have been identified and mitigated.
3. We looked more closely at closely at our priorities for the year and the specific tasks that we would have to complete in order to win on our priorities, developing detailed project plans that to monitor progress.
4. In consideration of these more detailed project plans, we determined a need to scale back the proposed Wonderful Prep support. The chart below compares the current proposal to the previous proposal.

Previous Proposal	Revised Proposal
5 days of summer training	5 days of summer training
20 days of coaching at Wonderful Prep	10 days of coaching at Wonderful Prep
Weekly Zoom meetings	No weekly Zoom meetings

With these adjustments and more extensive planning, I am confident that we have the capacity to deliver on all priorities for 2018-19, while providing less time-demanding support to Wonderful Prep.

Relationship Status with Wonderful Prep. There were a number of questions regarding our knowledge of and familiarity with Wonderful Prep and whether we are moving too quickly into an extensive, formal relationship. The scaled-down version helps to address this issue. Additionally, Wonderful Prep has agreed to include “conditions for success” which helps to ensure that Wonderful Prep is a good fit for this collaboration. The conditions for success include:

1. Each WP math teacher will be assigned the equivalent of a small-group instructor to support the centers rotation model.
2. Teachers will administer monthly assessments in math to measure mastery of common core standards.
3. Students will have weekly goals for blended learning software and extra time and support will be provided for students who struggle meeting goals.
4. Wonderful Prep instructional leaders will participate in Relay Graduate School of Education coaching and feedback training in summer 2018.
5. Wonderful Prep instructional leaders will observe classrooms and provide individual weekly feedback to each instructional staff member involved in implementing the math program.

6. Instructional leaders will implement weekly data meetings with staff to ensure that re-teaching occurs for any student not mastering formative assessments.

Location of Wonderful Prep. Board members shared questions regarding the location of Wonderful Prep and whether extensive work in that region is feasible. Wonderful Prep is in Delano, California, approximately 40 miles north of Bakersfield. Delano has a population of 52,000 and is the second largest city in Kern County after Bakersfield. Wonderful College Prep Academy is 184 miles from the Navigator Schools Support Office. The scaled down version of the pilot helps to limit the impact of distance. The travel for the 5-day summer training will be bordered by weekends, which limits the impact of travel fatigue. The travel of Navigator's Chief Academic Officer to Delano for five total trips during the school year is feasible.

Long-term Strategy. Board members shared concerns regarding the timing of the proposed pilot with Wonderful Prep, suggesting that perhaps we were allowing opportunity drive strategy, rather than strategy driving opportunity. Relatedly, there were questions about whether the time allocated to support Wonderful Prep would be better spent developing the longer-term strategy regarding external service support. By reducing the scale of the pilot, we are able to balance longer-term strategy development while gaining practical experience that the pilot provides. Given the changing political environment, it makes sense for Navigator Schools to accelerate the priority of developing a strategy for external work.

Mission Alignment. There was *not* a concern about this work being in alignment with Navigator's mission. The questions were not about whether we should do this work, but more about when and how. This pilot will help Navigator practice new ways to fulfill its mission:

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

Impacting students and schools beyond our Navigator Schools is part of the organization's founding commitment. The pilot with Wonderful Prep provides us an opportunity to further our mission.

Recommendation

It is recommended that the Board support this pilot project by authorizing the CEO to execute a Consulting Services Agreement to provide professional development services to Wonderful College Prep Academy.

Attachments:

1. Key excerpts from Previous CEO Recommendation regarding pilot
2. Draft Consulting Agreement

Key excerpts from May 15 CEO Recommendation Regarding Pilot

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.

Wonderful Prep is 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 at Wonderful Prep

Benefits outweigh the risks. In addition to the benefits described above, other benefits include:

1. Demonstrating a proven ability to effect change in other schools can strengthen Navigator's appeal to grow in new districts.
2. Demonstrating the need for Navigator's services can help attract philanthropy that will further accelerate codification of Navigator curriculum and training tools.
3. 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:

1. The added work negatively affects existing schools
2. 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.

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:

1. MAP scores in math at Wonderful Prep will increase by five percent.

2. Eighty percent of Wonderful Prep instructional staff report feeling adequately trained and supported to implement a high quality instructional program.
3. 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

1. NS staff time to deliver services did not exceed allocated time by more than 10%.
2. 100% of NS Principals indicate that principal development and support provided by Support Office met or exceeded expectations.
3. NS received all contract funds projected.

CONSULTING SERVICES AGREEMENT

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, Suite 230, Hollister, CA 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) 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.

(ii) 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.

(d) Review; Acceptance. All Services performed by Consultant and all Deliverables shall be subject to review by the Academy, but such right of review shall not relieve Consultant of responsibility for the proper performance of the Services. Upon the completion of the Services and delivery of any Deliverables by Consultant, the Academy shall have the right to verify the completion of the Services and delivery of Deliverables in accordance with any and all of the Academy's specifications, as communicated to Consultant. The Academy shall notify Consultant of its acceptance of the Services and any Deliverables in writing following such review and verification ("Acceptance"). In the event that the Academy does not accept the Services or any Deliverables, Consultant shall correct any problems preventing Acceptance at its expense until the Academy provides such Acceptance.

3. Compensation.

(a) Fee. Subject to subsection (c) below, in consideration for the Services and the Deliverables, the Academy shall pay to Consultant Fifty Four Thousand Dollars (\$54,000) (the "Fee"). The Academy also agrees to compensate for lodging, travel and food for summer training and monthly visits; provided such expenses are pre-approved in writing (which includes 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) below, be paid by the Academy to Consultant in three equal (3) installments as follows:

- (i) \$21,000 within 5 business days of the Effective Date;
- (ii) \$21,000 on November 30, 2018; and
- (iii) \$12,000 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 Fifty Four Thousand Dollars (\$54,000) 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 All Deliverables and any new ideas, designs, agreements, concepts, and materials, whether or not patentable, protectable by copyright, or protectable by trademark conceived or made by Consultant (either solely or in conjunction with the Academy) through the use of any of the Confidential Information or which result from the performance of the Services, will be deemed part of the Confidential Information, and will also be deemed to be "works made for hire" and the Academy will be deemed to be the owner thereof, provided, that in the event and to the extent such works are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns to the

Academy (or if any applicable law prohibits or restricts such assignment, Consultant hereby grants to the Academy an exclusive, irrevocable, perpetual, royalty-free, transferable license of) all right, title and interest in and to any such works, including, without limitation, all related patents, copyrights or trademarks and all applications therefor. The parties further agree that the Academy shall have the right to use or publish any such works, including any Deliverables, for any purpose, including, without limitations, reproduction, modification, disclosure, transmission, publication, distribution, creation of derivative works, broadcast and posting in any media throughout the world and in perpetuity without restriction or compensation to Consultant. The Academy is free to use any ideas, designs, concepts, know-how or techniques contained in the works and Deliverables for any purpose whatsoever.

5.3 As used in this Section 5:

5.3.1 “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.

5.3.2 “Academy” shall include any and all affiliates of the Academy.

5.3.3 “Consultant” shall include any and all employees, assistants, agents, advisors, independent contractors and affiliates of Consultant.

5.4 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: Kevin Sved, CEO
Email: ksved@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

2018-2019 School Year.

Proposed Scope of Work	
	Cost per grade
Wonderful 101 Math Strategies Training (5 Days - PM)	
K-5 Elementary Leads and SGT	\$3,500 \$10,50
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
<ul style="list-style-type: none">• Two-day Academy visit every other month by Navigator Schools CAO (September, November, January, February, April).<ul style="list-style-type: none">○ Will provide leadership and teacher development and coaching on Data-Driven Instruction & School Culture	\$12,000
18-19 Total	\$54,000
Wonderful College Prep Academy’s Commitments to Create Conditions for Success	
1. Teachers will specialize in STEM (Math and Science) or humanities (ELA and social studies).	
2. Each teacher will be assigned the equivalent of a small group instructor to support the centers rotation model.	
3. Teachers will administer weekly or monthly formative assessments in math to measure mastery of common core standards.	
4. Students will have weekly goals for blended learning software and extra time and support will be provided for students who struggle meeting goals.	
5. Instructional leaders will observe and provide feedback weekly to each instructional staff member involved in implementing the math program.	

6. Instructional leaders will implement weekly data meetings with staff to ensure that re-teaching occurs for any student not mastering formative assessments.