Navigator Schools

Board Meeting

Date and Time

Monday September 14, 2026 at 6:00 PM PDT

Location

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

Teleconference Locations:

1. Gilroy Prep School, 277 I.O.O.F. Avenue, Gilroy, CA 95020
2. Hayward Collegiate, 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. Orange County Prep, 1821 N. Grand Avenue, Santa Ana, CA 92705
6. 161 Devonshire Street, Boston, MA 02110

Members of the public who wish to access this board meeting online may do so here:

Join Zoom Meeting
navigatorschools.zoom.us/j/93320...
ID: 93320217458
passcode: 023461

Join by phone
(US) +1 646-876-9923
passcode: 023461

Join using SIP

93320217458@zoomcrc.com
passcode: 023461

Joining notes:
Joining instructions

Meeting host: christopher.copus@navigatorschools.org

Join Zoom Meeting:
https://navigatorschools.zoom.us/j/93320217458?pwd=9gjqC7Ll7Dhuk4WtJ3pOOqI8kL0lqK.1&jst=2

This meeting will be held in compliance with the Brown Act. Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests to compliance@navigatorschools.org. 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.

Members of the public who wish to provide either general public comment or public comment on a specific agenda item will be asked to sign up on the public comment roster prior to the agenda item being heard. Members of the public planning to attend by phone are requested to confirm their intent to comment up to one hour prior to the meeting via compliance@navigatorschools.org

Individual comments will be limited to two minutes. If an interpreter is needed, 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.

Los miembros del público que deseen proporcionar comentarios generales o comentarios sobre un punto específico de la agenda deberán registrarse en la lista de comentarios públicos antes de que se considere dicho punto. Se solicita a los miembros del público que planeen asistir por teléfono que confirmen su intención de hacer comentarios hasta una hora antes de la reunión por correo electrónico a compliance@navigatorschools.org.

Los comentarios individuales estarán limitados a dos minutos. Si se necesita un intérprete, los comentarios serán interpretados al inglés y el límite de tiempo será de cuatro minutos. A su discreción, la Junta podrá limitar el tiempo total asignado a los comentarios del público y establecer nuevos límites de tiempo para los comentarios individuales. La Junta se reserva el derecho de silenciar o retirar de la reunión a cualquier participante que interrumpa la reunión de manera irrazonable o no respete el límite de tiempo.

Esta reunión se llevará a cabo de conformidad con la Ley Brown. Las personas que necesiten una adaptación, modificación o ayuda o servicio auxiliar relacionado con una discapacidad deberán enviar su solicitud a compliance@navigatorschools.org. Se harán todos los esfuerzos posibles para proporcionar adaptaciones razonables. La agenda y los documentos públicos se modificarán previa solicitud, según lo requerido por la Sección 202 de la Ley para Estadounidenses con Discapacidades.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
	Opening Items			
A.	Call the Meeting to Order		Board Chair	1 m
	The Board Chair will call the meeting to order.			
B.	Pledge of Allegiance		Board Chair	1 m
	Board and attendees will recite the Pledge of Allegiance.			
C.	Record Attendance and Guests		Board Chair	1 m
	The Board Chair will initiate confirmation of attendance via roll call.			
D.	Navigating Together		Andrea Hernandez	15 m
	Members of the leadership team will share a report on the launch of the school year.			
E.	Interim Chief Executive Officer Update		Malka Borrego	10 m
	Malka Borrego, Interim Chief Executive Officer, will provide an update.			
F.	Update on Organizational Health		James Dent	10 m
	James Dent, Interim President, will provide an update on recent and ongoing challenges facing the organization and plans for the future.			
G.	Remarks of the Board Chair		Board Chair	3 m
	The Board Chair will provide brief opening remarks.			
II.	**Governance Matters**			**6:41 PM**
A.	Celebration of Claire Grissom's Service to Navigator Schools	Vote	Board Chair	5 m

		Purpose	Presenter	Time
	The Board Chair will lead a celebration of Claire Grissom's service to Navigator Schools with the Board and attendees.			
B.	Introduction of Two New Board Members	FYI	Board Chair	5 m
	The Board Chair will introduce two new Board members: Alice Flores and Kari Yeater			
C.	Brown Act Training	FYI	Tom Peraic	10 m
	Tom Peraic, General Counsel, will provide general Brown Act training for the Board and attendees.			
III.	**Public Comment**			**7:01 PM**
A.	Public Comment	FYI	TBD	30 m
	Members of the public may provide either general public comment or public comment on a specific agenda item with a two-minute time limit (four minutes if an interpreter is needed.)			
IV.	**Board/Committee Matters**			**7:31 PM**
A.	Consideration of Amendment to Board/Committee Calendars	Vote	Board Chair	5 m
B.	Consideration of Amendment to Committee Assignments	Vote	Board Chair	5 m
V.	**Consent Agenda**			**7:41 PM**
A.	Consideration of Consent Agenda Items	Vote	Tom Peraic	1 m
	The Board will consider and vote on the Consent Agenda:			

1. June 15, 2026 Board meeting minutes
2. June 28, 2026 Board meeting minutes
3. June 30, 2026 Board meeting minutes
4. Resolution BR_2026-10: Repeal of Board Resolution BR_2024-09 (Authority to Governance Committee to Approve and Ratify Contracts)
5. Resolution BR_2026-11: Amendment to Board Resolution BR_2024-04 (Limitation of CEO Signatory Authority to $25,000 or less)
6. Navigator Schools' Employee Handbook (2026-2027)
7. Prop 28 Certification - Gilroy Prep

	Purpose	Presenter	Time

8. Prop 28 Certification - Hollister Prep
9. Prop 28 Certification - Watsonville Prep
10. Prop 28 Certification - Hayward Collegiate
11. Policy re Charging Salaries to Federal Awards
12. Ratification of MP&G Engagement Letter
13. Ratification of EdTheory Master Services Agreement
14. Approval of Watsonville Yoga, Dance, and Healing Arts Agreement
15. Transitional Kindergarten (TK) Policy
16. Resolution BR_2026-12: Designation of Authorized Representatives for Charter School Facility Program Applications
17. Resolution BR_2026-13: Signatory Authority for Navigator Schools Business and Banking
18. Ratification of Navigator Insurance (2026-2027)

VI. Financial Matters — 7:42 PM

A.	Unaudited Actuals and Financial Update	Vote	Nick Miller	15 m

Nick Miller, Charter Impact, will present Navigator's unaudited actuals and lead a discussion on Navigator's financial update.

VII. Closed Session — 7:57 PM

A.	Announcement and Vote to Enter Closed Session	Vote	Board Chair	1 m

The Board Chair will announce the reason for the closed session and the Board will vote to enter the closed session:

1. Anticipated Litigation - One Case

B.	Closed Session	Discuss	Board Chair	60 m

The Board will engage in closed session discussions.

C.	Return to Open Session	FYI	Board Chair	1 m

The Board Chair will announce action taken during the closed session, if any.

VIII. Closing Items — 8:59 PM

A.	Adjourn Meeting	Vote	Board Chair	1 m

	Purpose	Presenter	Time
The Board Chair adjourn the Board meeting.			

Coversheet

Celebration of Claire Grissom's Service to Navigator Schools

Section:	II. Governance Matters
Item:	A. Celebration of Claire Grissom's Service to Navigator Schools
Purpose:	Vote
Submitted by:	
Related Material:	Resolution of Recognition of Service - Claire Grissom (BR_2026-09).pdf

NAVIGATOR BOARD OF DIRECTORS
BOARD RESOLUTION (BR_2026-09)

RECOGNITION OF CLAIRE GRISSOM FOR HER SERVICE ON THE NAVIGATOR SCHOOLS' BOARD OF DIRECTORS

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools to recognize Claire Grissom for her exemplary service and immense contributions to Navigator Schools:

WHEREAS, Claire Grissom served on the Navigator Schools' Board of Directors since July 1, 2022 until September 1, 2026;

WHEREAS, Claire Grissom has exhibited steadfast commitment to the mission of Navigator Schools, to the success of its students, and to the welfare of its families and communities over the course of her Board service;

WHEREAS, Claire Grissom has demonstrated expertise, leadership, and ethics beyond reproach as a steward of public funds and organizational resources; and

WHEREAS, Claire Grissom was an inspiration to the staff and the community at Navigator Schools through her generosity of time, the sharing of her experience, and her provision of forward-thinking leadership and strategies; and thereby Claire Grissom has made an important and lasting impact on Navigator Schools.

NOW THEREFORE, it is:

RESOLVED, the Board of Directors of Navigator Schools expresses its heartfelt gratitude for the exemplary service of Claire Grissom, fellow Board member, and friend.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting for which a quorum was present on September 14, 2026, held in Gilroy, Santa Clara County, California.

The Board Secretary of the Corporation certifies that this resolution was adopted at the dated meeting of the board of directors.

_____ _____

Signature of Secretary **Date**

Tomislav Peraic

Coversheet

Consideration of Consent Agenda Items

Section: V. Consent Agenda
Item: A. Consideration of Consent Agenda Items
Purpose: Vote
Submitted by: Tom Peraic
Related Material:
1. Board Meeting Minutes - June 15, 2026.pdf
2. Board Meeting Minutes - June 28, 2026.pdf
3. Board Meeting Minutes - June 30, 2026.pdf
4. Resolution BR_2026-10 (Repeal of Resolution re Governance Committee Authority to Approve o r Ratify Contracts).pdf
5. Resolution BR_2026-11 (Amendment to Resolution re CEO Signatory Authority).pdf
6. Employee Handbook 2026-2027.pdf
7. Prop 28 - GPS FY26 Annual Report.pdf
8. Prop 28 - HPS FY26 Annual Report.pdf
9. Prop 28 - WPS FY26 Annual Report.pdf
10. Prop 28 - HCC FY26 Annual Report.pdf
11. Policy re Charging Salaries to Federal Awards.pdf
12 MP&G Engagement Letter.pdf
13. EdTheory Master Services Agreement.pdf
14. Watsonville Yoga, Dance, and Healing Arts Agreement.pdf
15. Transitonal Kindergarten (TK) Policy.pdf
16. Resolution BR_2026-12 (Designation of Authorized Representatives for Charter School Facility Program).pdf
17. Resolution BR_2026-13 (Signatory Authority for Banking and Business).pdf
18. Ratification of Navigator Insurance (2026-2027).pdf

BACKGROUND:

This sets forth a brief explanation of the items on the consent agenda for the Board's information:

1. June 15, 2026 Board minutes: Self explanatory, being presented on consent agenda in the interests of time;

2. June 28, 2026 Board minutes: Self explanatory, being presented on consent agenda in the interests of time;

3. June 30, 2026 Board minutes: Self explanatory, being presented on consent agenda in the interests of time;

4. The Board previously passed BR_2024-09 which granted the Governance Committee the authority to approve and ratify contracts; in the interests of Board transparency and to address any

concerns about this authority, the instant resolution repeals the previous resolution and returns that authority to the Board;

5. The Board previously passed BR_2024-04 which granted the CEO signatory authority on contracts of up to $50,000; in the interests of Board transparency and to address any concerns about this authority, the instant resolution reduces the CEO's signatory authority to $25,000;

6. The Board is being presented with the Navigator Schools' Employee Handbook for 2026-2027; this revision incorporates the Board's direction made on September 15, 2025 when the previous version was presented to the Board; this version also includes annual updates incorporating updates and changes in the law;

7. This is the Prop 28 Certification which grants funding to Gilroy Prep for the arts;

8. This is the Prop 28 Certification which grants funding to Hollister Prep for the arts;

9. This is the Prop 28 Certification which grants funding to Watsonville Prep for the arts;

10. This is the Prop 28 Certification which grants funding to Hayward Collegiate for the arts;

11. The Policy re Charging Salaries to Federal Awards was previously presented to the Board as a draft proposed policy in response to a Letter of Concern; this formalizes the draft as a Board-approved policy;

12. The MP&G Engagement Letter was previously signed by the CEO to retain their services in connection with real estate and financing issues; it is being presented to the Board as a precautionary measure to the extent the fees for services exceeds the CEO's signatory authority;

13. The EdTheory Master Services Agreement was previously signed by the CEO to retain their services in connection with special education services; it is being presented to the Board as a precautionary measure to the extent the fees for services exceeds the CEO's signatory authority;

14. The Watsonville Yoga, Dance, and Healing Arts Agreement is presented for the Board's consideration; the vendor will provide services at Watsonville Prep School and will offer Capoeira, African drumming, martial arts, Zumba, and lyrical hip hop poetry; the total proposed budget for 2026-27 is $63,400 (Prop 28 will cover $15,000 and ELOP will $48,000); these amounts have been included in the ELOP budget approved last year;

15. The Transitional Kindergarten (TK) Policy addresses TK services and is consistent with the Ed Code;

16. Resolution BR_2026-12 designates authorized representatives for Charter School Facility Program Applications and is needed given recent transitions at Navigator Schools;

17. Resolution BR_2026-13 set forth the identities of those person with signatory authority for Navigator Schools' business and banking and is needed given recent transitions at Navigator Schools; and,

18. Navigator Schools' 2026-2027 insurance package, including increased amounts for sexual abuse and molestation coverage, is presented for ratification and pursuant to Board instruction at a previous meeting.

RECOMMENDATION:

If any Board member would like to discuss any of the items, please let the Board Chair know at the time that this item is called so the item can be pulled off the consent agenda, discussed, and if satisfactory, returned to the consent agenda for Board approval.

Recommendation: "Motion to Approve Consent Agenda"

DRAFT

Navigator Schools
Charting a new course in education

Navigator Schools

Minutes

Board Meeting

Date and Time
Monday June 15, 2026 at 5:00 PM

Location
In-Person: Gilroy Prep School — Address: 277 I. O. O. F. Ave, Gilroy, CA 95020

Join Zoom Meeting
Join Meeting
Meeting ID: 978 7296 3955
Passcode: 800600

Join by Phone (One Tap Mobile)

+1 646 931 3860,,97872963955#,,,,*800600# (US)
+1 301 715 8592,,97872963955#,,,,*800600# (Washington DC)

Join by SIP
97872963955@zoomcrc.com

Additional Join Instructions
View Instructions

Interpretation Services (English/Spanish)

Live interpretation is available in **English and Spanish** for this meeting.

Participants may access interpretation services here:

Access Interpretation Services

For the best experience, **please use headphones** when using this feature.

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.

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. Monte Verde 5 SW of 12th St, Carmel, CA 93921
7. 326 Sierra Trace, Coralville IA 52241
8. 1092 Cathcart Way, Stanford, CA 94305 (Santa Clara County)
9. 2520 Apple Tree Way, Gilroy, CA 95020 (Santa Clara County)

For members of the public attending online who wish to provide public comment at the board meeting, please sign up by 5:00 p.m. on Monday, June 15, 2026; speakers will be invited to offer comments in the order in which they signed up. You can submit your request here.

Members of the public who wish to provide either general public comment or public comment on a specific agenda item will be asked to sign up on the public comment roster prior to the agenda item being heard. Members of the public planning to attend by phone are requested to confirm their intent to comment up to one hour prior to the meeting via e-mail.

Individual comments will be limited to one minute. If an interpreter is needed, comments will be translated into English and the time limit shall be two minutes. At its discretion, the committee may limit the total time allotted to public comments and set new time limits for individual comments. The committee 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.

Los miembros del público que asistan en línea y deseen hacer comentarios durante la reunión de la junta utilizarán la herramienta en línea de “levantar la mano” en Zoom cuando la presidencia solicite comentarios del público. A los miembros del público que deseen proporcionar comentarios generales o comentarios sobre un punto específico de la agenda se les pedirá que se registren en la lista de comentarios públicos antes de que se trate dicho punto de la agenda. Se solicita a los miembros del público que planeen asistir por teléfono que confirmen su intención de comentar hasta una hora antes de la reunión por correo electrónico.

Los comentarios individuales estarán limitados a uno minuto. Si se necesita un intérprete, los comentarios serán traducidos al inglés y el límite de tiempo será de dos minutos. A su discreción, el comité podrá limitar el tiempo total asignado a los comentarios del público y establecer nuevos límites de tiempo para los comentarios individuales. El comité se reserva el derecho de silenciar y retirar a un participante de la reunión si este interrumpe la reunión de manera irrazonable o no respeta el límite de tiempo.

Las solicitudes de modificaciones o adaptaciones relacionadas con discapacidades para participar en esta reunión pública deberán presentarse cuarenta y ocho horas antes de la reunión por correo electrónico. Se harán todos los esfuerzos posibles para proporcionar adaptaciones razonables. La agenda y los documentos públicos serán modificados, previa solicitud, según lo requerido por la Sección 202 de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act).

Directors Present
Anthony Di Vittorio (remote), Chuck Daggs (remote), Claire Grissom, Ian Connell (remote), Margaret “Macke” Raymond (remote), Nora Crivello, Rosie Arroyo, Shara Hegde (remote)

Directors Absent
Niña Rosete

Guests Present
Ami Ortiz, Caprice Young (remote), Kirsten Carr, Laura Marco (remote), Melissa Alatorre Alnas, Tom Peraic (remote)

I. Opening Items

A. Call the Meeting to Order

Nora Crivello called a meeting of the board of directors of Navigator Schools to order on Monday Jun 15, 2026 at 5:13 PM.

B. Record Attendance and Guests

C.

Pledge of Allegiance

A student from Gilroy Prep School led the Pledge of Allegiance.

D. Approve Minutes from Previous Board Meetings

Claire Grissom made a motion to approve the minutes from Board Meeting on 04-20-26.
Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Approve Minutes from Previous Board Meetings

Nora Crivello made a motion to approve the minutes from Special Board Meeting on 06-11-26.
Margaret “Macke” Raymond seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. Opening Remarks of the Board Chair

The Board Chair acknowledged community engagement and noted that the Board had received significant correspondence related to recent organizational decisions and school community concerns.

G. Opening Remarks of the Chief Executive Officer & Superintendent

Dr. Caprice Young provided an update regarding the proposed Maze facility move and ongoing related discussions with the school district.

II. Consent Agenda

A. Approval of the Consent Agenda

Nora Crivello made a motion to approve Consent Agenda Items 1–8 and 10–16.
Claire Grissom seconded the motion.
Item 9, Approval of the Consolidated Applications, was removed from the Consent Agenda for consideration later in the meeting.
The board **VOTED** unanimously to approve the motion.

III. Committees

A. Academic Success Committee Report

Crystal O'Rourke, Chief Academic Officer, reported on the committee's review of academic programming and preparations for implementation of the instructional model for the 2026–27 school year.

B. Governance Committee Report

Dr. Caprice Young summarized Governance Committee recommendations related to board elections, officer appointments, committee assignments, board agreements, and governance policies.

C. Finance Committee Report

Dr. Caprice Young reported on discussions regarding financial forecasts, covenant waivers, and the proposed FY 2026–27 budget (due to lack of quorum the committee meeting was informational only.)

D. Audit Committee Report

Dr. Caprice Young reported on the approved engagement letter with GHJ for the 2025–26 audit and the committee's annual scope of work.

IV. Public Comment

A. Public Comment

Public comments were received from parents, staff, volunteers, and community members.
Topics included:

- Support for Hollister Prep School and concerns regarding the Maze facility move
- Requests for increased collaboration between staff and the Board
- Suggestions regarding financial transparency and reporting
- Support for existing staff leadership
- Community engagement and volunteer involvement
- Student services and special programs
- Appreciation for Navigator's culture and mission
- Concerns regarding future enrollment, staffing, and organizational changes

V. Public Hearing

A. Open Public Hearing

Nora Crivello made a motion to open the public hearing.
Claire Grissom seconded the motion.
The public hearing was posted on the Navigator website on June 5, 2026.
The board **VOTED** unanimously to approve the motion.

B. Local Control and Accountability Plan (LCAP) Public Hearing

The Board engaged in a public hearing regarding the 2026–27 Local Control and Accountability Plans (LCAPs). Ami Ortiz presented an overview of the plans and described stakeholder engagement, goals, metrics, and local indicators. Public comment was received concerning the LCAPs.

C.

Close Public Hearing

Nora Crivello made a motion to close the public hearing.
Margaret “Macke” Raymond seconded the motion.
The board **VOTED** unanimously to approve the motion.

VI. Topical

A. LCAP Local Indicators

Ami Ortiz presented the LCAP Local Indicators for Gilroy Prep School, Hollister Prep School, Watsonville Prep School, Hayward Collegiate, and Orange Prep School.

B. LCAP - Gilroy Prep School

Ian Connell made a motion to Approve the LCAP for Gilroy Prep School.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. LCAP - Hollister Prep School

Margaret “Macke” Raymond made a motion to approve the LCAP for Hollister Prep School.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. LCAP - Watsonville Prep School

Margaret “Macke” Raymond made a motion to approve the LCAP for Watsonville Prep School.
Chuck Daggs seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. LCAP - Hayward Collegiate

Anthony Di Vittorio made a motion to approve the LCAP for Hayward Collegiate.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. LCAP - Orange Prep School

Rosie Arroyo made a motion to approve the LCAP for Orange Prep School.
Margaret “Macke” Raymond seconded the motion.
The board **VOTED** unanimously to approve the motion.

G. Declarations of Need (DON)

Claire Grissom made a motion to approve the Declarations of Need (DON) for the five schools.

Rosie Arroyo seconded the motion.
Melissa Alatorre Alnas, Director of People Support, presented the Declarations of Need (DON) for Board consideration.
The board **VOTED** unanimously to approve the motion.

H. Approval of 2026–27 ELOP Plan

Ian Connell made a motion to moved to approve the ELOP Plans.
Rosie Arroyo seconded the motion.
Kirsten Carr presented the Expanded Learning Opportunities Program (ELOP) Plans for 2026-27. The Board reviewed the ELOP Plans, including the use of state funding to support after-school programming, academic enrichment, field trips, sports, and student engagement activities across all schools. Following discussion and public comment concerning the ELOP Plans, the Board approved the ELOP Plans for all five Navigator schools.
The board **VOTED** unanimously to approve the motion.

I. Approval of Smartphone Policy

Nora Crivello made a motion to approve the smartphone policy.
Rosie Arroyo seconded the motion.
The Board reviewed and approved a student smartphone policy limiting smartphone use during the school day, with specified exceptions for emergencies, health needs, instructional use, and IEP accommodations.
The board **VOTED** unanimously to approve the motion.

J. Consideration of Revised Volunteer Policy

Chuck Daggs made a motion to approve the revised Volunteer Policy.
Rosie Arroyo seconded the motion.
The Board reviewed revisions to the Volunteer Policy to clarify the definition of volunteers, including fingerprinting of volunteers, and incorporate new state-mandated reporter training requirements. The policy was approved by the Board.
The board **VOTED** unanimously to approve the motion.

K. Mandated Reporter Policy

Claire Grissom made a motion to approve the Mandated Reporter Policy.
Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.

L. Orange County Growth Discussion

Kamille Geneva provided an update on Orange County Prep's enrollment efforts, reporting on interested families, enrollment offers, accepted students, and community engagement activities. The Board discussed enrollment targets, growth strategies, facility

capacity, funding considerations, and risks associated with launching a new school in a competitive market.

M. Delegation of Approval to Bind 2026-27 Insurance and Return for Ratification

Nora Crivello made a motion to delegate authority to bind the 2026–27 insurance policies and return them to the Board for ratification.
Margaret “Macke” Raymond seconded the motion.
The board **VOTED** unanimously to approve the motion.

VII. Governance

A. Celebration of Ian Connell's Service to Navigator Schools

Nora Crivello made a motion to approve the resolution recognizing Ian Connell's service.
Chuck Daggs seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Chuck Daggs	Aye
Margaret “Macke” Raymond	Aye
Ian Connell	Abstain
Niña Rosete	Absent
Shara Hegde	Aye
Nora Crivello	Aye
Claire Grissom	Aye
Rosie Arroyo	Aye
Anthony Di Vittorio	Aye

B. Celebration of Jan Mazyck's Service to Navigator Schools

Margaret “Macke” Raymond made a motion to approve the resolution recognizing Jan Mazyck's service.
Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Celebration of Niña Rosete's Service to Navigator Schools

Rosie Arroyo made a motion to approve the resolution recognizing Niña Rosete's service.
Margaret “Macke” Raymond seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Re-Election of Board Members

Chuck Daggs made a motion to approve the re-election of Anthony Di Vittorio, Nora Crivello, and Claire Grissom as Board Members.
Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Re-Election of Board Officers

Rosie Arroyo made a motion to approve the slate of board officers.
Claire Grissom seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Claire Grissom	Aye
Nora Crivello	Abstain
Shara Hegde	Abstain
Anthony Di Vittorio	Aye
Chuck Daggs	Aye
Niña Rosete	Absent
Margaret “Macke” Raymond	Aye
Rosie Arroyo	Aye
Ian Connell	Aye

F. Appointment of New Board Members

Nora Crivello made a motion to appoint Dr. Kari Yeater and Dr. Alice Flores to the Board of Directors.
Rosie Arroyo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Nora Crivello	Aye
Chuck Daggs	Aye
Ian Connell	Aye
Niña Rosete	Absent
Claire Grissom	Aye
Margaret “Macke” Raymond	Aye
Rosie Arroyo	Aye
Shara Hegde	Aye

G. Board & Committee Meeting Calendar 2026-27

Chuck Daggs made a motion to approve the 2026–27 Board and Committee Meeting Calendar.
Rosie Arroyo seconded the motion.
Board members discussed the possibility of adding additional meetings during the year, including special meetings as needed to address organizational priorities and emerging issues.
The board **VOTED** unanimously to approve the motion.

H. Committee Assignments for 2026-27

Claire Grissom made a motion to approve the 2026–27 committee assignments, as amended.

Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.

I. Amendment of Articles of Incorporation

Margaret “Macke” Raymond made a motion to approve the Amendment of the Articles of Incorporation.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

J. Amendment of the Bylaws

Claire Grissom made a motion to approve the Amendment of the Bylaws.
Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.

VIII. Finance

A. Ratification of Updated CSGF Loan Agreement

Margaret “Macke” Raymond made a motion to approve the ratification of the updated CSGF Loan Agreement.
Nora Crivello seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Claire Grissom	Aye
Ian Connell	Abstain
Chuck Daggs	Aye
Shara Hegde	Aye
Niña Rosete	Absent
Anthony Di Vittorio	Aye
Margaret “Macke” Raymond	Aye
Nora Crivello	Aye
Rosie Arroyo	Aye

B. 2026-27 Budget Approval

Margaret “Macke” Raymond made a motion to approve the 2026–27 budget as presented with the direction to staff to incorporate changes required by the subsequent events; and in addition: 1. Staff return with an amended budget after the first interim period, by December 15, 2026, taking into consideration the approved state budget, actual enrollment as of census day reporting, and other changes required as the currently predicted assumptions are proven or disproven and/or the financial outlook changes; and, 2. Charter Impact publishes monthly budget-to-actual, cash flow, and major financial metrics reports within 30 days of the close of each month, including a variance analysis for each entity diverging from budget by 5 percent or more.
Chuck Daggs seconded the motion.

The board **VOTED** unanimously to approve the motion.
Nora Crivello made a motion to approve the Consolidated Application (ConApp) and EPA.
Rosie Arroyo seconded the motion.
The Board considered Item 9, Approval of the Consolidated Application (ConApp) and EPA submissions, which had been removed from the Consent Agenda for separate review. Following budget approval, the Board approved the ConApp and EPA submissions.
The board **VOTED** unanimously to approve the motion.

IX. Closed Session

A. Announcement and Vote to Enter Closed Session

Anthony Di Vittorio made a motion to enter closed session.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Closed Session

The board engaged in closed session discussions.

C. Return to Open Session

Board Chair reported that no action was taken during Closed Session.

X. Closing Items

A. Adjourn Meeting

Chuck Daggs made a motion to adjourn the meeting.
Rosie Arroyo seconded the motion.
The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:55 PM.

Respectfully Submitted,
Nora Crivello

Documents used during the meeting

- 1. Board_Member_Agreement_and_Survey_2026-27_06.15.26.pdf
- 2._Resolution_To_Establish_A_Charter_School_Fund_Charter_Schools_6.15.26.pdf
- 3._Charter_School_EFT_Resolution_July_2018_6.15.26.pdf
- 4._Resolution_To_Establish_A_District_Number_Charter_Schools__6.15.26.pdf

- 5. 2026_-_2027_SBES_TVI_Contract_-_Navigator_Charter-_SBES_signed_6.15.26.pdf
- 5. Master_Contract_-_Therapy_Zone_26_27_6.15.26.pdf
- 5. 2026-2027_Master_Contract_-_S.Waller_6.15.26.pdf
- 5. 2026-2027_Master_Contract_-_Laurie_Coleman_6.15.26.pdf
- 5. Navigator_Schools_Client_Services_Agreement_Sunbelt_2026_6.15.26.pdf
- 5. Joslin_Johnson_-_08.19.2025_-_05.29.2026_2_Sunbelt_6.15.26.pdf
- 5. Joslin_Johnson_SLP_Sunbelt_26-27__Addendum_8.31.26_to_5.28.27_6.15.26.pdf
- 6. OC_Prep_Executed_Agreement_2026_6.15.26.pdf
- 7. Retirement_Reporting_Agreement_for-Fiscal_Year_2026-27_06.15.26.pdf
- 8. Update Signatories (06.15.26).pdf
- 9. FY27_Gilroy_-_Spring_ConApp_Application_for_Funding_Draft_6.15.26.pdf
- 9. FY26-27_GPS_-_EPA_Budget_6.15.26.pdf
- 9. FY27_Hollister-_Spring_ConApp_Application_for_Funding_Draft_6.15.26.pdf
- 9. FY26-27_HPS_-_EPA_Budget_6.15.26.pdf
- 9. FY27_Watsonville_Prep_-_Spring_ConApp_Application_for_Funding_Draft_6.15.26.pdf
- 9. FY26-27_WPS_-_EPA_Budget_6.15.26.pdf
- 9. FY27_Hayward_-_Spring_ConApp_Application_for_Funding_Draft_6.15.26.pdf
- 9. FY26-27_HCC_-_EPA_Budget_6.15.26.pdf
- 9. FY26-27_OCP_-_EPA_Budget_6.15.26.pdf
- 10. WPS_LOC_re_2024-25_Audit_4.3.26_6.15.26.pdf
- 10. NS_LOC_Response_-_WPS_FINAL_6.15.26.pdf
- 10_Attachment_1_Board_Approved_Financial_Policies_10.22.24_6.15.26.pdf
- 10. Attachment_2_Board_Approved_Segregation_of_Duties_Policy_03.09.26_6.15.26.pdf
- 10. Attachment_3_Charter_School_Compliance_Training_5.14.26_6.15.26.pdf
- 10. Attachment_4_GHJ_Nonprofit_Accounting_and_Tax_Update_6.11.26_6.15.26.pdf
- 10. Attachment_5_TK_Enrollment_process_narrative_6.15.26.pdf
- 10. Attachment_6_Timekeeping_Procedures___Timecard_process_Guides_April_2026_6.15.26.pdf
- 10. Attachment_7_DRAFT_Policy_Charging_Salaries_to_Fed_Awards_6.15.26.pdf
- 10. Attachment_8_Finance_Committee_Meeting_Presentation_05.28.26_6.15.26.pdf
- 11. Lit-Array_Program_Agreement_Navigator_Schools_FY27_Final_6.15.26.pdf
- 12. Contract_Envision__WPS_26_27_6.15.26.pdf
- 13. Amended_Employment_Agreement__FINAL_-_06.11.26_6.15.26.pdf
- 13. Exhibit_A_-_Amended_Employment_Agreement__06.11.26_6.15.26.pdf
- 13. Exhibit_B_-_Amended_Employment_Agreement__06.11.26_6.15.26.pdf

- 14. Consulting_Agreement_ICA__FINAL_-_06.11.26_6.15.26.pdf
- 15. Navigator_2026_CSP_Implementation_proposal_formatted_FY_27_6.15.26.pdf
- 16. 2025-26_Notice_of_Concern___Hayward_Collegiate_FINAL_06022026_6.15.26.pdf
- 16. HCC_Response__06.15.26_third_interim_draft_response_6.15.26.pdf
- 16. 2025-26_Third_Interim_ACOE_Authorized_Charter_Alt_Form_-_01-10017-0138867_6.15.26.pdf
- 2026-27 Notice of Public Hearing.pdf
- 2026_Local_Control_and_Accountability_Plan_Orange_Prep_School__20260611.pdf
- 2026_Local_Control_and_Accountability_Plan_Hollister_Prep_School_20260611.pdf
- 2026_Local_Control_and_Accountability_Plan_Watsonville_Prep_School_20260611.pdf
- 2026_Local_Control_and_Accountability_Plan_Hayward_Collegiate_Charter_School_20260611.pdf
- 2026_Local_Control_and_Accountability_Plan_Gilroy_Prep_(Navigator_School)_20260611.pdf
- 2026 Gilroy Prep School Local Indicators (06.15.2026).pdf
- 2026 Hollister Local Indicators (06.15.2026).pdf
- 2026 Watsonville Local Indicators (06.15.2026).pdf
- 2026 Hayward Collegiate Local Indicators (06.15.2026).pdf
- 2026 Orange Prep Local Indicators (06.15.2026).pdf
- 2026_Local_Control_and_Accountability_Plan_Gilroy_Prep_(06.15.2026).pdf
- 2026_Local_Control_and_Accountability_Plan_Hollister_Prep_School_(06.15.2026).pdf
- 2026_Local_Control_and_Accountability_Plan_Watsonville_Prep_School_(06.15.2026).pdf
- 2026_Local_Control_and_Accountability_Plan_Hayward_Collegiate_Charter_School_(06.15.2026).pdf
- 2026_Local_Control_and_Accountability_Plan_Orange_Prep_School__(06.15.2026).pdf
- Declarations of Need 2026-27 (06.15.26).pdf
- ELOP Memo 2026-27.pdf
- 26-27 ELOP Plans.pdf
- 26-27 Budget Planning (Engagement) - 26-27 ELOP-GPS (06.15.26).pdf
- 26-27 Budget Planning (Engagement) - 26-27 ELOP-HPS (06.15.26).pdf
- 26-27 Budget Planning (Engagement) - 26-27 ELOP-WPS (06.15.26).pdf
- 26-27 Budget Planning (Engagement) - 26-27 ELOP-HCC (06.15.26).pdf
- 26-27 Budget Planning (Engagement) - 26-27 ELOP-OP (06.15.26).pdf
- 26-27 Mascot Club School Calendar.pdf
- Limitation of Smartphone Use Policy (06.15.26).pdf
- Volunteer Policy - Revised (Redline - 06.15.26).pdf
- Volunteer_Policy_-_Revision__Clean_-_06.15.26_.pdf
- SB 848 Mandated Reporter Policy (06.15.26).pdf

- Resolution of Recognition of Service - Ian Connell_BR_2026-4 (06.15.26).pdf
- Resolution of Recognition of Service - Jan Mazyck_BR_2026-5 (06.15.26).pdf
- Resolution of Recognition of Service - Niña Rosete_BR_2026-6 (06.15.26).pdf
- Cory_Vastola_-_Bio_05.21.26.pdf
- Kari_Yeater_-_Bio_05.21.26.pdf
- Alice_Flores_-_Bio_05.21.26.pdf
- Board_and_Committee_Meeting_Calendar_05.21.26.pdf
- Committee_Members_2026-27_05.21.26_.pdf
- Certificate_of_Amendment_of_Articles_of_Incorporation_Reflecting_CalSTRS_Amendment_6.15.26.pdf
- Bylaws - Amended for CalSTRS Compliance_6.15.26.pdf
- CSGF_Revised_Loan_Agreement_6.15.26.pdf
- 2026-27 Budget Board Meeting Presentation 2026.06.07.pptx
- FY26-27_Proposed _Budget__06.15.26_.pdf

DRAFT

Navigator Schools
Charting a new course in education

Navigator Schools

Minutes

Special Board Meeting

Date and Time
Sunday June 28, 2026 at 8:30 AM

Location
Join Zoom Meeting
Join Meeting
Meeting ID: 957 2273 2650
Passcode: 883881
Dial-In (US): +1 564-217-2000
Passcode: 883881
Join by SIP: 95722732650@zoomcrc.com
Passcode: 883881

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

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

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

Teleconference Locations / Ubicaciones de Teleconferencias

1. Gilroy Prep School, 277 I.O.O.F. Ave, Gilroy, CA 95020 (Santa Clara County)
2. Hayward Collegiate Charter School, 166 West Harder Road, Hayward, CA 94544
3. Hollister Prep School, 881 Line Street, Hollister CA 95020

4. Watsonville Prep School, 407 Main Street, Watsonville, CA 95076
5. 5357 Federation Ct., San Jose, CA 95123 (Santa Clara County)
6. 326 Sierra Trace, Coralville, IA 52241
7. 1092 Cathcart Way, Stanford, CA 94305 (Santa Clara County)
8. Rolling Hills Middle School: 1585 More Ave, Los Gatos CA
9. 2520 Apple Tree Way, Gilroy, CA 95020
10. Monte Verde 5 SW of 12th St, Carmel, CA 93921
11. 27496 Ponderosa Ct., Hayward, CA 94545

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

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

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

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

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

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

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

Directors Present
Anthony Di Vittorio (remote), Chuck Daggs (remote), Claire Grissom (remote), Ian Connell (remote), Margaret “Macke” Raymond (remote), Niña Rosete (remote), Nora Crivello (remote), Shara Hegde (remote)

Directors Absent
Rosie Arroyo

Guests Present
Laura Marco (remote), Tom Peraic (remote)

I. Opening Items

A. Call the Meeting to Order

Nora Crivello called a meeting of the board of directors of Navigator Schools to order on Sunday Jun 28, 2026 at 8:35 AM.

B. Record Attendance

C. Public Comment

The Board received public comments from community members and staff regarding organizational leadership. Comments encouraged the Board to consider retaining trusted leaders who help strengthen relationships with staff, students, and families.

II. Closed Session

A. Vote to Enter Closed Session

Ian Connell made a motion to to Enter Closed Session.
Chuck Daggs seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Anthony Di Vittorio	Aye
Niña Rosete	Aye
Claire Grissom	Abstain
Margaret “Macke” Raymond	Aye

Roll Call

Nora Crivello	Aye
Rosie Arroyo	Absent
Shara Hegde	Aye
Ian Connell	Aye
Chuck Daggs	Aye

B. Closed Session

The board engaged in closed session discussions.

C. Return to Open Session

The Board reported that there were no decisions to report from closed session.

III. Topical

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

Margaret “Macke” Raymond made a motion to to move forward with Orange County this fall as planned as per the approved budget.
Niña Rosete seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Claire Grissom	Abstain
Anthony Di Vittorio	Aye
Niña Rosete	Aye
Margaret “Macke” Raymond	Aye
Rosie Arroyo	Absent
Shara Hegde	Aye
Chuck Daggs	Aye
Nora Crivello	Aye
Ian Connell	Aye

B. Approval of Active Education Contract

This item was removed from the agenda and not considered.

C. Approval of Andrew Bray Services Agreement

Niña Rosete made a motion to approve the Andrew Bray Services Agreement.
Chuck Daggs seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Margaret “Macke” Raymond	Aye
Rosie Arroyo	Absent

Roll Call

Ian Connell	Aye
Chuck Daggs	Aye
Nora Crivello	Aye
Niña Rosete	Aye
Shara Hegde	Aye
Claire Grissom	Abstain
Anthony Di Vittorio	Aye

D. Approval of CALSTRS Resolutions

Shara Hegde made a motion to Approve CALSTRS Resolutions.
Nora Crivello seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Chuck Daggs	Aye
Shara Hegde	Aye
Niña Rosete	Aye
Rosie Arroyo	Absent
Claire Grissom	Abstain
Nora Crivello	Aye
Margaret “Macke” Raymond	Aye
Ian Connell	Aye
Anthony Di Vittorio	Aye

E. Approval of Prop 28 Certifications

Margaret “Macke” Raymond made a motion to approve Prop 28 Certifications.
Shara Hegde seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Nora Crivello	Aye
Anthony Di Vittorio	Aye
Margaret “Macke” Raymond	Aye
Claire Grissom	Abstain
Ian Connell	Aye
Shara Hegde	Aye
Rosie Arroyo	Absent
Chuck Daggs	Aye
Niña Rosete	Aye

F. Approval of Compensation Study for Interim CEO

This item was removed from the agenda and not considered.

G. Approval of Compensation Study for Interim President

Niña Rosete made a motion to approve the compensation study for Interim President.
Anthony Di Vittorio seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Ian Connell	Aye
Chuck Daggs	Aye
Shara Hegde	Aye
Claire Grissom	Abstain
Margaret “Macke” Raymond	Aye
Niña Rosete	Aye
Rosie Arroyo	Absent
Nora Crivello	Aye
Anthony Di Vittorio	Aye

H. Approval of Compensation Study for Interim CFO

This item was removed from the agenda and not considered.

I. Approval of Employment Agreement for Interim CEO

This item was removed from the agenda and not considered.

J. Approval of Employment Agreement for Interim President

Nora Crivello made a motion to Approve Employment Agreement for Interim President.
Chuck Daggs seconded the motion.
Board Chair Nora Crivello read the required public disclosure of the proposed Interim President employment agreement, including an annual base salary of $225,000 for the 2026–27 school year, 10 days of annual sick leave, vacation accrual of up to 15 days annually, health benefits consistent with those provided to other Navigator employees, and participation in CalSTRS subject to eligibility requirements. The Chair stated that the agreement was being offered to **James Dent** and noted the Board's finding that the overall compensation was fair and reasonable based on compensation for executives at similar schools in the region.
The board **VOTED** to approve the motion.

Roll Call

Nora Crivello	Aye
Margaret “Macke” Raymond	Aye
Anthony Di Vittorio	Aye
Ian Connell	Aye
Rosie Arroyo	Absent
Shara Hegde	Aye
Chuck Daggs	Aye
Claire Grissom	Abstain
Niña Rosete	Aye

K.

Approval of Employment Agreement for Interim CFO

This item was removed from the agenda and not considered.

IV. Closing Items

A. Adjourn Meeting

Nora Crivello made a motion to adjourn the meeting.
Margaret “Macke” Raymond seconded the motion.
The board **VOTED** to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:25 AM.

Respectfully Submitted,
Nora Crivello

Documents used during the meeting

- OCP Scenarios 2026 (06.28.26).pdf
- Andrew Bray Proposal for Services.pdf
- EMPC Resolution (06.28.26).pdf
- Resolution re Pre-Tax Deductions (06.28.26).pdf
- GPS Prop 28 certification.pdf
- HPS Prop 28 certification.pdf
- WPS Prop 28 certification.pdf
- HCC Prop 28 certification.pdf
- Executive Compensation Comparability Study - Interim President (06.28.26).pdf

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Navigator Schools
Charting a new course in education

Navigator Schools

Minutes

Special Board Meeting

Date and Time
Tuesday June 30, 2026 at 6:00 PM

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

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.

Teleconference Locations / Ubicaciones de Teleconferencias

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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, Coralville, 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).

Directors Present
Chuck Daggs (remote), Claire Grissom, Ian Connell (remote), Margaret “Macke” Raymond (remote), Niña Rosete, Nora Crivello, Rosie Arroyo, Shara Hegde (remote)

Directors Absent
Anthony Di Vittorio

Guests Present
Laura Marco (remote), Tom Peraic (remote)

I. Opening Items

A. Call the Meeting to Order

Nora Crivello called a meeting of the board of directors of Navigator Schools to order on Tuesday Jun 30, 2026 at 6:04 PM.

B. Record Attendance

C. Public Comment

There was no public comment.

II. Closed Session

A. Vote to Enter Closed Session

Niña Rosete made a motion to enter closed session.
Claire Grissom seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Closed Session

The board engaged in closed session discussions.

C. Return to Open Session

The Board reported that there were no decisions to report from closed session.

III. Topical

A. Approval of Active Education Contract

This item was removed from the agenda and not considered.

B. Approval of Compensation Study for Interim CEO

Niña Rosete made a motion to approve the Compensation Study for an Interim CEO.
Rosie Arroyo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Nora Crivello	Aye
Ian Connell	Aye
Shara Hegde	Aye
Chuck Daggs	Aye
Niña Rosete	Aye
Claire Grissom	Aye
Anthony Di Vittorio	Absent
Rosie Arroyo	Aye
Margaret “Macke” Raymond	Aye

C. Approval of Compensation Study for Interim CFO

This item was removed from the agenda and not considered.

D. Approval of Employment Agreement for Interim CEO

Nora Crivello made a motion to approve the Employment Agreement for Interim CEO, Malka Borrego.
Niña Rosete seconded the motion.
The Board Chair disclosed the terms of the proposed employment agreement for **Malka Borrego,** including:

- Annual base salary of $320,000 for the 2026–27 school year
- 10 days of annual sick leave
- Vacation accrual up to 15 days annually
- Health benefit premiums consistent with those offered to other Navigator employees
- Participation in the 403(b) program with an employer match of up to 4% of salary
- Reasonable travel and lodging reimbursement during the 2026–27 school year

The Board Chair stated that the Board found the compensation to be fair and reasonable based on compensation paid to executives at similar schools in the region.
The board **VOTED** to approve the motion.

Roll Call

Margaret “Macke” Raymond	Aye
Nora Crivello	Aye
Rosie Arroyo	Aye
Anthony Di Vittorio	Absent
Ian Connell	Aye
Chuck Daggs	Aye
Niña Rosete	Aye
Shara Hegde	Aye
Claire Grissom	Aye

E. Approval of Employment Agreement for Interim CFO

This item was removed from the agenda and not considered.

IV. Closing Items

A. Adjourn Meeting

Ian Connell made a motion to close the meeting.
Claire Grissom seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Niña Rosete	Aye
Rosie Arroyo	Aye
Margaret “Macke” Raymond	Aye
Shara Hegde	Aye
Ian Connell	Aye
Chuck Daggs	Aye
Claire Grissom	Aye
Anthony Di Vittorio	Absent
Nora Crivello	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:04 PM.

Respectfully Submitted,
Nora Crivello

Documents used during the meeting

- Executive Compensation Comparability Study - Interim CEO (06.30.26).pdf

RESOLUTION OF THE BOARD OF DIRECTORS OF NAVIGATOR SCHOOLS (BR_2026-10)

REPEAL OF BOARD RESOLUTION BR_2024-09 RE AUTHORITY TO GOVERNANCE COMMITTEE TO APPROVE AND RATIFY CONTRACTS

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools re Repeal of Board Resolution BR_2024-09 re Authority to Governance Committee to Approve and Ratify Contracts:

WHEREAS, subject to the provisions and limitation of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, Navigator Schools' corporate activities and affairs shall be managed, and all corporate power shall be exercised, by or under the direction of the Board of Directors;

WHEREAS, on or about February 15, 2024, the Navigator Board of Directors adopted Board Resolution BR_2024-09 granting the Governance Committee authority to approve and ratify contracts that arise during interim periods between regular board meetings and in the course and scope of regular and ordinary business; and

WHEREAS, the Navigator Board of Directors has determined that it is in the best interests of the corporation to repeal BR_2024-09.

NOW THEREFORE, IT IS RESOLVED, that Board Resolution BR_2024-09 re Authority to Governance Committee to Approve and Ratify Contracts is hereby repealed; and

IT IS FURTHER RESOLVED, that the Governance Committee will no longer have said authority to approve and ratify contracts on behalf of the Navigator Board of Directors.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting for which a quorum was present on September 14, 2026. The Board Secretary of Navigator Schools certifies that this resolution was adopted at the above dated meeting of the Board of Directors of Navigator Schools.

_____ _____

Tomislav Peraic Date

RESOLUTION OF THE BOARD OF DIRECTORS OF NAVIGATOR SCHOOLS (BR_2026-11)

AMENDMENT TO BOARD RESOLUTION LIMITING CEO SIGNATORY AUTHORITY TO $25,000 OR LESS

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools re amendment of Board Resolution BR_2024-04 re Signatory Authority for CEO:

WHEREAS, on or about July 25, 2024, the Navigator Board of Directors adopted Board Resolution BR_2024-09 setting the signatory authority for the CEO and Superintendent in amounts equal to or less than $50,000 for the efficient conduct of business of Navigator Schools; and

WHEREAS, the Navigator Board of Directors has determined that it is in the best interests of the corporation to amend BR_2024-09 and to set the signatory authority of the CEO to amounts equal to or less than $25,000.

NOW THEREFORE, IT IS RESOLVED, that Board Resolution BR_2024-09 re Signatory Authority for CEO is hereby amended and replaces the phrase "in amounts equal to or less than $50,000" with the phrase "in amounts equal to or less than $25,000" as the signatory authority for the CEO; and

IT IS FURTHER RESOLVED, the CEO or designee take all necessary to align this amended signatory authority with Navigator's Financial Policies and other related documents.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting for which a quorum was present on September 14, 2026. The Board Secretary of Navigator Schools certifies that this resolution was adopted at the above dated meeting of the Board of Directors of Navigator Schools.

_____ _____

Tomislav Peraic Date

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EMPLOYEE HANDBOOK

(08.2026 update)

Improving Our Communities Through Education
Navigatorschools.org

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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PEOPLE SUPPORT DEPARTMENT.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook (08.26 update). I have read and understood the contents of the Handbook, and I agree to abide by its contents and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of Navigator Schools' policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with Navigator. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Navigator Schools.

I understand that other than the Navigator Schools Board of Directors, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board Chair of the Navigator Board of Directors.

Employee's Printed Name:_____

Employee's Signature: _____Date: _____

Please complete this document and return it to the People Support Department.
For your records, a copy of this form is included in the handbook.

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INTRODUCTION TO NAVIGATOR SCHOOLS EMPLOYEE HANDBOOK

This Handbook is designed to help employees get acquainted with Navigator Schools (hereinafter referred to as “Navigator” or “School” or “Navigator Schools”).

It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at Navigator Schools. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of Navigator or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that Navigator is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook or the policies and procedures on which they may be based at any time without advance notice. Navigator also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate. No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification must be in writing.

This Handbook is the property of Navigator Schools, and it is intended for personal use and reference by employees of Navigator. Circulation of this Handbook outside of Navigator Schools requires the prior written approval of the Chief Executive Officer & Superintendent (CEO). Employees must sign the acknowledgment form and return it to the People Support Department. This will provide Navigator with a record that each employee has received this Handbook.

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CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

Navigator Schools is an equal opportunity employer. It is our policy to afford equal employment and advancement opportunities to all individuals without regard to race (including, traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locs, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin or, ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S is authorized by federal law), physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, marital/registered partner status, sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype (including an assumption that a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned), age (40 years and over), sexual orientation, veteran and/or military status, taking a leave of absence pursuant to the Family and Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL) law, the Americans with Disabilities Act (ADA), California Family Rights Act (CFRA), the Fair Employment and Housing Act (FEHA), laws related to domestic violence, sexual assault, and stalking, political affiliation, or any other status protected by federal, state, or local laws. Navigator is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and benefits of existing employees.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Navigator will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the People Support Department or your School Principal and request such an accommodation. The individual with the disability should specify what

accommodation they need to perform the job. Navigator will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. Navigator will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Navigator will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of Navigator that all employees are considered “at-will” employees of Navigator Schools. Accordingly, either Navigator or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda, or other materials provided to employees in connection with their employment shall require Navigator to have “cause” to terminate an employee or otherwise restrict Navigator’s right to release an employee from their at-will employment with Navigator Schools. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict Navigator’s right to terminate at will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with Navigator Schools that are not consistent with Navigator’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents, whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Criminal Background Checks

As required by law, all individuals working or volunteering at Navigator will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise Navigator’s commitment that the safety and well-being of students taking precedence over all other considerations. Conditions that preclude working at Navigator include, but are not limited to, conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse, or neglect, violence, or any other offense that may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at Navigator. Additionally, should an employee, during their employment with Navigator, be arrested for, or charged with, or convicted of any offense during their employment with Navigator, the employee must immediately report as much to the People Support Department. Submitting to a criminal background investigation is a condition of initial

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employment with Navigator, and the costs associated with the submission will be borne by the applicant.

Subsequent Arrest Notification

All employees are subject to "Subsequent Arrest Notification" by the DOJ upon accepting employment with Navigator Schools. Any time an employee is arrested for, charged with, or convicted of an offense after their initial criminal background check clearance, the DOJ will notify Navigator's Custodian of Records. Nonetheless, employees must report any arrest, charge, or conviction to Navigator as described in the Criminal Background Check Policy. Navigator Schools will evaluate the new information and determine whether any further employer action is necessary. The decision of Navigator shall be final.

Tuberculosis Testing

All new employees of Navigator must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or, in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, an examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with Navigator. With the exception of volunteers, the cost of the exam will be borne by the applicant. If an employee or volunteer falsifies a TB risk assessment or examination, Navigator may immediately impose disciplinary action, up to and including termination. Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the People Support Department. This requirement also includes food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to Navigator will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with Navigator students, as may be required.

Immigration Compliance

Navigator will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. Navigator will not check the employment authorization status of current employees or applicants who were not offered positions with Navigator unless required by law to do so.

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Navigator shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

Further, Navigator shall not discriminate against any individual because they hold or present a driver's license issued per Vehicle Code Section 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Workers Protection Act, Navigator shall not allow a federal immigration enforcement agent to enter any nonpublic areas of Navigator without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, Navigator will give employees notice of the inspection both before and after it has occurred, as required by law.

Mandatory Arbitration
It is the policy of Navigator that disputes with employees be resolved through arbitration to the extent authorized by law, consistent with Navigator's Employee Arbitration Agreement. The Employee Arbitration Agreement is provided to employees at the start of employment.

Child Abuse and Neglect Reporting

This policy applies to all School employees, volunteers, contractors, and Governing Board ("Board") members (collectively referred to as "mandated reporters" herein).[1]

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they know or reasonably suspect have been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Navigator will provide annual training on mandated reporting requirements and may use the online training module provided by the Department of Social Services. Mandated reporter training will also be provided to all qualifying individuals who begin their service midyear. Independent contractors are required to complete their own training. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one thousand dollars ($1,000), or by both that imprisonment and fine. Training will also be provided on the prevention of abuse, including sexual abuse and assault, of children on School grounds, by School personnel and volunteers, or in School-sponsored programs.

1

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All individuals who are required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of the start of each school year or within the first six (6) weeks of that individual beginning service for the School. The School will maintain documentation of all completed training.

By acknowledging receipt of this Handbook, employees acknowledge they are childcare custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Professional Boundaries: Adult/Student Interaction Policy

This policy applies to all employees, volunteers, contractors, and Governing Board ("Board") members (collectively referred to as "adults" herein).

Navigator recognizes its responsibility to make and enforce all rules and regulations governing student and adult behavior to bring about the safest and most learning-conducive environment possible. This policy is available on Navigator's website.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing, the infliction of physical pain on a student.

For purposes of this policy, corporal punishment does not include an individual's use of force that is reasonable and necessary to protect the individual, students, staff, or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for the direction and guidance of Navigator employees, volunteers, contractors, and Board members:

A. Examples of permitted actions (i.e., not corporal punishment)
   1. Stopping a student from fighting with another student
   2. Preventing a pupil from committing an act of vandalism
   3. Defending yourself from physical injury or assault by a student
   4. Forcing a pupil to give up a weapon or dangerous object
   5. Requiring a student on an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills
   6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities

B. Examples of prohibited actions (i.e., corporal punishment)
   1. Hitting, shoving, pushing, or physically restraining a student as a means of control (unless the student is a danger to themselves or others)

2. Making students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain

Acceptable and Unacceptable Adult/Student Behavior

This policy is intended to guide all Navigator adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of them and to specify the boundaries between such adults and students. Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion or concern by parents/guardians, students, colleagues, or school leaders.

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/Adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from an adult's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between adults and students but to prevent relationships that could lead to or may be perceived as sexual misconduct.

Adults must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all adults learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, adult/student interactions must have boundaries surrounding potential activities, locations, and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another individual may have crossed the boundaries specified in this policy, they must immediately report the matter to a School administrator. All reports shall be as confidential as possible under the circumstances.

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It is the duty of the leadership team member to investigate and thoroughly report the situation. Adults must also report to leadership any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse to the Title IX Coordinator immediately.

Examples of Specific Behaviors
The following examples are not an exhaustive list:

Unacceptable Adult/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student that are of a personal and intimate nature
(b) Kissing of any kind
(c) Any type of unnecessary physical contact with a student in a private situation
(d) Intentionally being alone with a student away from the school
(e) Making or participating in sexually inappropriate comments
(f) Sexual jokes
(g) Seeking emotional involvement with a student for your benefit
(h) Listening to or telling stories that are sexually oriented
(i) Discussing inappropriate personal troubles or intimate issues with a student.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
(k) Communication with students via an employee's personal accounts such as email, text message, and/or social media
(l) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
(m) Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.

Unacceptable Adult/Student Behaviors without Parent and Supervisor Permission (These behaviors should only be exercised when adults have parent/guardian and supervisor permission. Adults must inform a school administrator of the circumstance and occurrence prior to or immediately after the occurrence.)

(a) Giving students a ride to/from school or school activities
(b) Being alone in a room with a student at school, with the door closed
(c) Allowing students in your home

Cautionary Adult/Student Behaviors
(These behaviors should only be exercised when an adult, acting as an educator, is prevented from using better practice or behavior. Adults must inform a school administrator of the circumstance and occurrence prior to or immediately after the occurrence.)

(a) Remarks about the physical attributes or development of anyone
(b) Excessive attention toward a particular student
(c) Sending emails, text messages, or letters to students if the content is not about school activities

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Acceptable and Recommended Adult/Student Behaviors

(a) Getting parents' written consent for any after-school activity
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions
(c) Emails, text, phone, and instant messages to students within School provided platforms that are professional and pertain to school activities or classes (communication should be limited to school technology)
(d) Keeping the door open when alone with a student
(e) Keeping a reasonable space between you and your students
(f) Stopping and correcting students if they cross your own personal boundaries
(g) Keeping parents informed when a significant issue develops about a student
(h) Keeping after-class discussions with a student professional and brief
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries
(j) Involving your supervisor if a conflict arises with the student
(k) Informing the Principal about situations that have the potential to become more severe
(l) Making detailed notes about an incident that could evolve into a more serious situation later
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers
(n) Asking another adult to be present if you will be alone with any type of students with learning differences
(o) Asking another adult to be present when you must be alone with a student after regular school hours
(p) Giving students praise and recognition without touching them
(q) High fives, fist bumps, and handshakes
(r) Keeping your professional conduct a high priority
(s) Asking yourself if your actions are worth your job and career
(t) Documenting any interaction with a student that may be crossing boundaries set forth in this policy, including any electronic communication.

<u>Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation</u>

Navigator is committed to providing a work and educational atmosphere that is free of unlawful harassment, including teacher harassment, discrimination, and retaliation. Navigator Schools' policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including, traits historically associated with race, such as hair texture and protective hairstyles, including but not limited to braids, locs, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law), citizenship, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, marital/registered partner status, sex

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(including reproductive health decision-making, pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype (including an assumption that a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), gender (including gender identity, and gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned), age (40 years and over), sexual orientation, veteran and/or military status, taking a leave of absence pursuant to the protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL) law, the Americans with Disabilities Act (ADA), or the California Family Rights Act (CFRA), the Fair Employment and Housing Act (FEHA), laws related to domestic violence, sexual assault, and stalking, victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against based upon the characteristics noted above.

Navigator will not condone or tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which or whom Navigator does business.) Supervisors and managers are to report any complaints of unlawful harassment to the CEO or designee.

When Navigator Schools receives allegations of unlawful harassment, discrimination, or retaliation, the Title IX Coordinator or designee will review the complaint and decide whether the allegations qualify as a Title IX or non-Title IX complaint. If the complaint is within the scope of Title IX, the matter will be addressed under the Title IX policy. A copy of the Title IX Policy is available from the Title IX Coordinator and is posted on the Navigator Schools website. If the complaint is not within the scope of the Title IX Policy, it will be addressed pursuant to the procedures in this policy.

The CEO or designee shall conduct a fair, timely, and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Navigator is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

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Prohibited Unlawful Harassment:
The following examples are not an exhaustive list:

1. Verbal conduct, such as epithets, derogatory jokes, comments, or slurs
2. Physical conduct, including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race, or any other protected basis
3. Retaliation for reporting or threatening to report harassment; or
4. Disparate treatment based on any of the protected classes above

Prohibited Unlawful Sexual Harassment

Navigator is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to and including dismissal, of the offending employee. Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical harassment.

Sexual harassment consists of sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when:

1. Submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment
2. An employment decision is based upon an individual's acceptance or rejection of that conduct
3. that conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against them or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a

person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to their School Principal or the People Support Department. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
    a. Rape, sexual battery, molestation, or attempts to commit these assaults and
    b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
2. Unwanted sexual advances, propositions, or other sexual comments, such as:
    a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
    b. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct
    c. Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making the performance of the employee's job more difficult because of the employee's sex
3. Sexual or discriminatory displays or publications anywhere in the workplace by employees, such as:
    a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic or bringing to work or possessing any such material to read, display or view at work
    b. Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic; and
    c. Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than student restrooms or similar rooms)

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The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations, a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has supervisory responsibilities. As such, consensual relationships in the workplace may violate Navigator policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint, or reporting harassment.

Navigator will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible and consistent with a full, fair, and proper investigation. Navigator is committed to remediating any instances where investigation findings demonstrate unlawful harassment has occurred.

Title IX Notice of Nondiscrimination

Navigator does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or to both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at: General Counsel; Navigator Schools, 650 San Benito St., Ste. 230, Hollister, CA 95023

A copy of Navigator's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination, is attached to this document as Appendix C.

Threats and Violence

Navigator complies with the Workplace Violence Prevention Act. It is Navigator's intention to maintain a safe work environment, free from intimidation, threats, or violent acts, or other conduct that can impair the ability of employees or contract workers to perform their jobs. This includes but is not limited to: verbal or written threats; intimidating or threatening behaviors or words; physical or verbal abuse; vandalism; arson; sabotage; use of weapons; carrying weapons of any kind onto a work site or Navigator property; or any other act or activity on Navigator premises or Navigator time which, in the sound and sole judgment of site and organizational leadership, is inappropriate to the workplace. It also includes jokes or

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offensive remarks regarding violent threats, events, or comments. To avoid such risks and to demonstrate its commitment to a work environment free of such hazards, Navigator has established the following specific policy regarding threats and violence in the workplace. This policy applies to all Navigator employees and contract personnel, as well as to persons performing services for Navigator on a purely voluntary basis.

The following behavior, no matter who it is directed to, is at all times strictly prohibited while on Navigator premises, during work hours, and/or when performing any Navigator business: verbal or written threats, intimidating or threatening behaviors or words, physical or verbal abuse, vandalism, arson, sabotage, use of possession of weapons, carrying weapons of any kind onto a work site or Navigator property, or any other act or activity on Navigator premises or Navigator time which, in the sound and sole judgment of Navigator management, is inappropriate to the workplace. Also prohibited are jokes or offensive remarks regarding violent threats, events, or comments.

Procedures

Individuals who feel they have been subjected to any of the behavior prohibited by this policy must immediately report the incident to their supervisor or a member of Navigator leadership. Complaints will be taken seriously and will be investigated. Employees who observe or otherwise have any knowledge of any violation of this policy must immediately report the violation to their supervisor or Navigator leadership. Navigator will take appropriate action to address any such violations and will look to employees for their full support and cooperation. Employees are empowered to contact the appropriate law enforcement authorities without first informing Navigator leadership if they believe a threat to the safety of themselves or others exists.

Disciplinary Action

Violation of this policy may result in disciplinary action, up to and including the immediate termination of employment or engagement, as Navigator, in its sole discretion, deems necessary or appropriate in light of the particular facts and circumstances surrounding the violation. Mandatory participation in and satisfactory completion of counseling sessions may become a condition of continued employment upon violation of this policy.

Enforcement

Individuals are expected to cooperate fully in the Navigator investigation of possible violations of this policy. In order to ensure compliance with this policy, Navigator reserves the right to question and inspect any person on, entering, or leaving its premises (including parking lots and other work sites), along with any packages the person may be carrying, when there is a reasonable suspicion that the person is, has been, or may be violating this policy. All lunch containers, briefcases, handbags, parcels, desks, cabinets, lockers, personal computer files, voicemail, email, vehicles, and the like are subject to inspection and search, as are employees and their personal effects.

Any illegal and/or otherwise unauthorized articles discovered on such a search may be taken into custody and turned over to appropriate law enforcement officials. Refusal to consent to

such an inspection or to otherwise cooperate in an investigation conducted under this policy is grounds for immediate discipline, up to and including immediate termination of employment or engagement.

Workplace Violence Prevention Plan (WVPP)

Navigator Schools is committed to maintaining a safe and secure environment for all employees, students, and visitors. We have a zero-tolerance policy for any form of workplace violence, including threats, intimidation, harassment, and physical violence. Navigator Schools maintains WVPP at all sites. For more information and access to the plans, contact site principals or the Director of People Support.

Whistleblower Policy

Navigator requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities. As representatives of Navigator Schools, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that Navigator has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of Navigator Schools to raise serious concerns about the occurrence of illegal or unethical actions within Navigator Schools before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of Navigator Schools have a responsibility to report any action or suspected action taken within Navigator that is illegal, unethical, or violates any adopted policy of Navigator Schools or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to Navigator or any individual at Navigator Schools, and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report that the reporter has made maliciously or any report that the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who, in good faith, reports a violation or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who, in good faith discloses, who may disclose, or who Navigator believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering, or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

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Drug and Alcohol Free Workplace

Navigator recognizes the importance of maintaining a safe, productive, and efficient work environment. The use or abuse of alcohol or drugs by employees can impair the ability of those employees to perform their jobs and also can result in accidents and/or other failures, which may pose serious risks to employees, co-workers, guests, and the general public. To avoid such risks and to demonstrate its commitment to a work environment free of the hazards associated with the misuse of drugs and alcohol, Navigator has established this policy regarding substance use and abuse.

This policy is applicable to all applicants for employment and all Navigator employees, temporary and contract personnel. For purposes of this policy only, the term “employee” includes all temporary and contract personnel.

Drug or Alcohol Presence, Its Use, Possession, or Distribution

Navigator absolutely prohibits the use, possession, transfer, sale, purchase, manufacture, distribution, dispensation, solicitation, or being under the influence of any illegal or unauthorized drug or other intoxicant (including alcohol and cannabis) while on Navigator premises during work hours and/or while performing any Navigator business, or attending a work event, whether on Navigator premises or at any other location.

Prescription medication prescribed by a licensed physician and used strictly in accordance with the prescription instructions is allowed unless the dosage results in the employee being under the influence and/or unable to perform normal work duties. Navigator Schools prohibits employees from being under the influence of any drug or intoxicant while working.

While Navigator has no wish to intrude into the private lives of its employees, it recognizes that off-the-job abuse of alcoholic beverages, drugs, intoxicants, and the use or misuse of prescription or over-the-counter drugs, could render employees unfit to perform their duties properly or jeopardize other employees or the public. Accordingly, off-duty substance use or abuse is prohibited to the extent that such use or misuse adversely affects the employee’s ability to perform their job. Any employee who appears to be in a condition unsuitable for the proper performance of their work duties shall not be permitted to work. Otherwise, this policy does not prohibit an employee’s use of cannabis off the job and away from the workplace.

Substance Abuse Testing

Navigator may require employees to submit to urine testing and/or breath alcohol testing under the following conditions to detect the presence of alcohol or other illegal substances in an individual’s system:

1. Reasonable Suspicion Testing: Navigator reserves the right to require and conduct substance abuse testing on employees if, in Navigator’s judgment, there is reasonable suspicion that such testing is appropriate. Testing will include urine testing for illegal substances and/or breath alcohol testing.
2. Testing When Required by Law: Navigator reserves the right to conduct substance abuse testing if such is required by law.

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Disciplinary Action
Violation of this policy or failing a substance abuse test may result in disciplinary action up to and including the immediate termination of employment, as Navigator, in its sole discretion, deems necessary or appropriate in light of the particular facts and circumstances. Navigator may initiate discipline at any stage when there is reasonable cause to believe a violation of this policy has occurred.

Employees who fail a substance abuse test may, at Navigator's discretion, have continued employment be conditioned upon mandatory enrollment in and satisfactory completion of an inpatient or outpatient drug or alcohol rehabilitation program. In addition, employees who fail a test under the terms of this policy may, at Navigator’s discretion, have continued employment conditioned upon mandatory enrollment in, and satisfactory completion of, a certified substance abuse rehabilitation program. Notification by the program sponsor of successful completion must be provided to Navigator as a condition of continued employment.

Refusal to undergo testing as provided by this policy is considered an act of insubordination regarding legitimate Navigator policy.

Employee Obligations
All Navigator employees must abide by the terms of this policy. Employees are required to consult with their health care provider anytime they intend to use a legal drug while working whose instructions for use indicate the drug may affect or impair judgment, coordination or other senses, or may adversely affect the employee’s ability to perform their job duties in a safe manner. The employee may report to work only if the health care provider states that such employee may safely continue to perform their job duties while taking the legal drug.

Enforcement
Any employee who violates the prohibitions set forth above will be subject to disciplinary action, which may include suspension, placement on probation, satisfactory completion of a duly authorized treatment/rehabilitation program, and/or termination. Poor performance or poor attendance due to alcohol abuse or substance abuse may also result in suspension, probation, mandatory enrollment in a substance abuse program, and other discipline, up to and including termination.

1. Searches: Navigator reserves the right to require employees, while on duty or on Navigator property (including parking lots), to agree to inspections of their person, vehicles, packages they may be carrying, briefcases, handbags, lunch bags, desks, and the like. If an employee withholds consent to an inspection, Navigator may immediately impose disciplinary action, up to and including termination.
2. Investigations: Navigator reserves the right to investigate any possible violations of this policy. If an employee refuses to cooperate in an investigation conducted under the policy, Navigator may discipline the employee, up to and including termination.

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Employee Assistance

Navigator Schools may elect to assist employees who recognize that they have a problem with substance dependency that may interfere with their ability to perform their job in a satisfactory manner. To assist employees in overcoming substance abuse problems, Navigator may, in its sole discretion, offer the following rehabilitative help:

1. Medical benefits for substance abuse treatment through Navigator's medical group insurance (provided the employee has enrolled in such a plan)
2. Referral information about community resources that are available for the assessment and treatment of drug or alcohol dependency problems

Navigator may reasonably accommodate any employee's request for time off without pay to voluntarily enter and participate in an alcohol or drug rehabilitation program in accordance with its legal obligations, provided such accommodation does not impose an undue hardship on Navigator. If the employee has sick or vacation time available, it may be used to avoid loss of pay while participating in a rehabilitation program. If an employee requests time off to participate in such a program, Navigator will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential. However, employees may not avoid disciplinary action, up to and including immediate termination, by entering a rehabilitation program after a violation of this policy is discovered.

It is the goal of this policy to promote a safe workplace for Navigator employees and to encourage an employee experiencing the effects of drug or alcohol abuse to obtain professional assistance.

Procedure

When a supervisor has reasonable cause to believe that an employee is in violation of any part of this policy, the supervisor should immediately contact their supervisor and the People Support Department to inform them of the situation.

After the supervisor or People Support Department has been notified, an authorized representative of Navigator may immediately request a search of the employee's belongings, and ask that the employee cooperate in a drug/alcohol screening test or take other steps as authorized herein. Upon such a request, the employee will be required to submit to an immediate search.

An employee's refusal to allow such a search or drug/alcohol test will be considered serious misconduct, subjecting the employee to discipline up to and including immediate termination. Pending the results of the investigation, the employee may be immediately suspended until a decision by appropriate management can be made.

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Confidential Information

All information relating to staff, students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All education records of all students shall be kept strictly confidential. Failure to maintain student education record confidentiality, including but not limited to associated data security, can violate the Family Educational Rights and Privacy Act (FERPA) and may result in disciplinary action, up to and including termination.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the People Support Department, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Navigator Schools may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Nepotism and Relationships

There may be occasions when Navigator employs members of the same family. Navigator does not discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital or familial status. Notwithstanding, Navigator retains the right to refuse to appoint a person to a position in the same department, division or facility so as to avoid any potential conflict of interest. The People Support Department shall have the authority and responsibility for determining if such a potential for adverse impact exists or does not exist.

This applies to individuals who are related in the following manner: spouse, child or stepchild, parent or stepparent, grandparent or grandchild, brother or sister, uncle or aunt, nephew or niece, or in-laws, including father, mother, daughter, son, brother or sister.

At times, consensual romantic and/or sexual relationships or platonic living relationships between co-workers may occur. Such relationships between a supervisor and an employee in which the supervisor has the ability to impact the progress or assignments of another employee are prohibited. Therefore, if such relationships arise between a supervisor and an employee, the supervisor is required to disclose the relationship to the People Support Department so that a change in the responsibilities of the individuals involved or transfer of location within Navigator can occur.

We recognize that co-workers often engage in platonic living arrangements, and promotions into supervisory positions occur with individuals in this arrangement. Navigator will work closely with the supervisor’s and supervisory employee’s management to determine the appropriate action. At a minimum, the supervisor must withdraw from participation in

activities or decisions that may reward or disadvantage the employee, including decisions related to hiring, performance appraisals, promotions, compensation, work assignments and discipline. Individuals involved must find alternative living arrangements within 60 days of the change in position.

Employees are not permitted to be in working relationships that could create situations that, in Navigator's sole discretion, unduly influence their job performance or the performance of others.

Whether or not the relationship has been disclosed, if you believe that you were penalized in terms of employment because of such a relationship, you should contact the People Support Department immediately.

For purposes of these provisions, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, promote, discharge, assign, reward or discipline other employees using independent judgment.

In relation to executive leadership, no executive team members, including the CEO, are allowed to hire any related individuals without consent from the Navigator Board.

Smoking

It is the policy of Navigator Schools to prohibit smoking and vaping on all School premises and at off-campus School-sponsored events. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

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THE WORKPLACE

Employee Classifications

For salary administration purposes and to determine eligibility for certain employee benefits, Navigator assigns employees to one or more of the following employee classifications. Change in employment status may result from a job change, promotion, a change in working hours, or a change in job description.

Exempt Employees

Exempt employees include professional staff, teachers, supervisors, staff and others whose duties and responsibilities allow them to be exempt from overtime pay provisions. Exempt employees are generally paid on a salary basis, and their salary already takes into account that long hours are necessary at times.

Nonexempt Employees

Under applicable law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day, forty (40) hours per workweek, or for working seven consecutive days during the workweek. These employees are referred to as “nonexempt” at Navigator. This means they are not exempt from (and therefore should receive) overtime pay. Non-exempt employees are required to keep a record of their time and submit that record to Navigator payroll each payroll cycle.

Part-Time Employees

Employees working less than thirty (30) hours per week are considered part-time staff and are not eligible for Navigator health benefits but are eligible for holiday pay, sick time, and vacation time according to our sick and vacation time chart. Part-time employees will be paid 6 hours for each eligible holiday according to their assigned work calendar.

Full-Time Employees

Employees working thirty (30) hours or more a week are considered full-time employees and are eligible for Navigator health benefits, holiday pay, sick time, and vacation time according to our sick and vacation time chart.

Temporary Employees

Temporary employees are hired for a specific period or specific work project. Navigator reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for health benefits unless specifically permitted by law. While employed at Navigator, temporary employees are eligible for holiday pay, bereavement leave, sick time, and vacation time according to our sick and vacation time chart. This employment classification does not affect information contained in the at-will employment agreement.

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On-Call Employees

Employees temporarily filling in and fulfilling the responsibilities of an assigned position on an on-call or as needed basis are considered on-call employees. On-call employees may be called in for a short term or long term assignment. On-call employees are not eligible for Navigator health benefits, holiday pay, or vacation time. On-call employees on a long term assignment are eligible for at least 40 hours of sick time off. This employment classification does not affect information contained in the at-will employment agreement.

Interim Employees

Interim employees are placed in a temporarily vacant position for an extended fixed or open-ended period of time. Navigator reserves the right to extend the duration of interim employment where necessary, or release the interim employee from the placement as needed. Full time eligible interim employees are eligible for health benefits. While employed at Navigator, Interim employees are eligible for holiday pay, bereavement leave, sick time, and vacation time according to our sick and vacation time chart. This employment classification does not affect information contained in the at-will employment agreement.

Work Schedule

Nonexempt Work Schedule

The regular workday schedule for full-time nonexempt employees is Monday - Friday, no more than eight (8) hours per day and no more than forty (40) hours per week. There are some employees whose specific job requires their presence at other times. Part-time employees may have other hours, as determined by their supervisor. Occasionally, there will be events that require attendance at other times of the day or week, and employees are expected to be present. Daily and weekly work schedules are assigned by the employee's school site principal or supervisor.

Exempt Work Schedule

Exempt employees are generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements. Daily and weekly work schedules are assigned by the employee's school site principal or supervisor.

Meal and Rest Periods

Navigator complies with federal and state legal requirements concerning meal and rest periods. Navigator recognizes that employees perform at their best when they have the rest and nourishment they need. The information below provides information regarding when Navigator expects employees to take meal and rest periods.

Meal Periods

Navigator provides at least a 30-minute meal period to employees who work more than five hours in a work period and a second 30-minute meal period to employees who work more than 10 hours in a work period, unless they have elected to waive a meal period in

accordance with Navigator's policy and state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal Period Waiver Forms are available from the People Support Department.

When an employee works for a work period of more than five hours, Navigator will provide a 30-minute meal period to start within the first five hours of work (e.g., if the employee begins work at 8:00 AM, the meal period will be provided to start no later than 1:00 PM). When an employee works for a work period of more than 10 hours, Navigator will provide a second 30-minute meal period to start within the first ten hours of work (e.g., if the employee begins work at 8:00 AM and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 PM).

Employees are relieved of all of their duties during meal periods and are allowed to leave the premises. If a supervisor or other staff member attempts to contact an employee during their meal period, the employee shall not respond until after the meal period ends.

Navigator provides meal periods as follows:

Number of Hours Worked in a Work Period	**Number of Meal Periods Provided**	**Comments**
0 to ≤ 5.0	0	An employee who does not work more than five hours in a work period is not provided with a meal period.
> 5.0 to ≤ 10.0	1	An employee who works more than five hours in a work period, but who does not work more than ten hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

Navigator does not pay nonexempt employees for meal periods, and consequently, nonexempt employees must record the start and stop times of their meal periods.

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Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or a major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. Navigator authorizes and permits rest periods as follows:

Number Of Hours Worked in a Work Period	Number of 10- Minute Rest Periods	Comments
0 to < 3.5	0	A nonexempt employee who works less than 3.5 hours in a work period is not entitled to a rest period.
3.5 to ≤ 6	1	A nonexempt employee who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.
> 6.0 to ≤ 10.0	2	A nonexempt employee who works more than 6 hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods.
> 10.0 to ≤ 14.0	3	A nonexempt employee who works more than 10 hours in a work period but does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.
**** Nonexempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.**		

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, nonexempt employees should not clock out for them.

Responsibilities

Supervisors are responsible for administering their department's meal and rest periods. Any nonexempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this policy is immediately entitled to a meal or rest period premium. Supervisors will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this policy should arrange for a premium to be issued to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor

would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this policy, but have not received the premium, should report the missing premium immediately to the People Support Department.

Lactation Accommodation

Employees have the right to request lactation accommodation. Navigator will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. If possible, the lactation break time should run concurrently with the scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees. Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

Navigator will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee’s work area, shielded from view, and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit, and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact the People Support Department. Any non-exempt employee who is not provided with a break as requested to express milk should immediately contact their supervisor or the People Support Department**.** Lactation is considered a pregnancy-related condition under California law. Employees who wish to request lactation accommodation should notify their supervisor or the People Support Department**.** If Navigator cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

Navigator will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California’s lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor

Commissioner's Office.

Attendance, Tardiness, and Job Abandonment

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect Navigator's ability to implement its educational program and disrupt consistency in students' learning.

If it is necessary to be absent or late, employees shall call the designated personnel (i.e., school Vice Principal, Office Manager, Site Operations Manager (SOM), Support Office supervisor, etc.) as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one day, they shall keep the Navigator Schools and designated personnel sufficiently informed of the situation. As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination.

Navigator considers absence for more than three (3) consecutive days without notifying the designated personnel or the People Support Department as job abandonment and can be considered a voluntary resignation from employment.

Timecards/Records

By law, Navigator is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize Navigator's timecard system.

Nonexempt employees must accurately record their hours each day, including the time they begin work, the time they end work, and the time they start and return from meal periods.

Nonexempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to clock in or out or if there is an error on the timecard, the employee must request a correction by making a note in the payroll processing system. Only supervisors may make changes and approve timecards. When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report all time worked and must not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal or rest break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or the People Support Department.

It is a violation of Navigator Schools' practices for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another

employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, they should report the incident immediately to the People Support Department.

All overtime work must be approved by the employee's supervisor prior to the time worked. For more information about our time and attendance system, please contact your school SOM or supervisor.

No person may record hours worked on another Navigator employee's timecard, except as to a supervisor making an authorized adjustment or error correction. Any employee who tampers with their own time card or another employee's timecard may be subjected to disciplinary action, up to and including release from at-will employment with Navigator Schools.

Job Posting

The People Support Department will normally post all open positions within Navigator via email. The posting will include the position title, details, and either a link to EdJoin or information about applying internally for the position.

Leadership reserves the right, at its discretion, to hire or promote from within to fill a position with a qualified candidate without prior posting of the job opening.

Use of Email, Voicemail, and Internet Access

Navigator will permit employees to use its electronic mail, voicemail systems, and Internet access, subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and internet access are not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file, e-mail, or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. Navigator retains a copy of all passwords; passwords unknown to Navigator may not be used. System security features, including passwords and delete functions, do not neutralize Navigator's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use their own personal devices or email accounts for Navigator related communications. Such communications should only take place using

Navigator-issued devices and via the employee's Navigator email account, unless authorized by the CEO or designee. With prior approval from the CEO or designee, employees using personal devices for work purposes are eligible for a phone stipend.

6. Employees do not have an expectation of privacy in any Navigator email, voicemail, internet, or computer systems. Any technology owned or operated by Navigator may be searched by Navigator Schools at any time.

Equipment/Materials

Navigator provides some employees with certain equipment and property to assist them in performing their job duties. Employees who are provided with Navigator-owned equipment or property, or who take Navigator-owned equipment or property away from the workplace, have a responsibility to protect the equipment or property from being lost, damaged, or stolen.

If the equipment or property placed in the care of an employee is lost, damaged, or stolen because of the employee's negligence or willful disregard, the employee may be required to pay Navigator an amount equal to the replacement value or repair cost of the equipment or property.

Personal Business

Navigator's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use Navigator material, time, or equipment for personal projects. Violation of this practice will result in Navigator immediately imposing disciplinary action, up to and including termination.

Remote Work

Remote work allows employees to work at home or in a satellite location for all or part of their workweek. Navigator Schools may consider remote work to be a viable work option when both the employee and the job are suited to such an arrangement. Remote working may be appropriate and available for some employees and roles, but not for others. Remote work is not an entitlement, it is not an organization-wide benefit, and it in no way changes the terms and conditions of employment with Navigator Schools.

Remote Worker Policy

At Navigator Schools, we value relationships and care deeply about being part of a true team. We believe that proximity, in-person communication, and the opportunity to engage face-to-face are important elements of maintaining a high-performing organization. The norm is that everyone works out of one of our schools or the Support Office. However, there may be times when an employee's length of time and performance at Navigator, combined with the nature of the employee's position, justify working remotely. While working remotely adds

complexity to any role and is never ideal, it is sometimes what is best for the organization. The intent of this policy is to help ensure transparency, equity, and fairness when considering allowing an employee to work remotely.

Defining "Remote"

Employees are designated as remote if their residence is at least 75 miles from the nearest Network Support office, and they work from home due to distance more than 50% of their time. To be clear, working remotely is different from working from home instead of going into the office on certain days. The latter is at the supervisor's discretion to approve based on job requirements and performance, is available to all Support Office employees as the need arises, and should not exceed more than 30% of an individual's annual work calendar.

Approval Process

All remote work arrangements will be reviewed annually by the Director of the People Support and the supervisor of the role. In evaluating whether a remote work arrangement should continue, the Director and supervisor will determine whether:

1. The employee has demonstrated strong performance and maintained a satisfactory length of service with Navigator, as reflected in performance evaluations; and
2. The employee's position can be performed effectively in a remote work environment.

The Director of the People Support will make the final determination regarding remote work eligibility and may consult with appropriate subject matter experts, department leaders, or other team members as needed.

Reimbursable Travel Expenses

Only pre-approved travel is guaranteed to be reimbursed. Standard reimbursement policies apply, including:

- All Navigator employees are expected to plan to travel with the most reasonable carrier and in the best interest of our shared budget.
- Booking as far in advance as possible to help keep costs to a minimum, as prices tend to increase closer to the date of travel.
- Navigator employees are expected to be the best possible stewards of Navigator resources by seeking out the lowest rates for suitable flights, lodging, and meals.

Remote Work Space Supplies

Remote employees can be reimbursed for consumable resources required for completing work (paper, printer ink, pens/pencils, etc.) Navigator may reimburse the cost of internet access for approved remote employees. Navigator does not reimburse the cost of renting a shared workspace.

Technology

Navigator's Technology Policy applies to remote workers.

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Social Media

If an employee decides to post information on the internet (i.e., TikTok, Facebook, Instagram, Snapchat, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

1. Student and employee confidentiality policies must be strictly followed;
2. Employees must make clear that the views expressed are their own and not those of Navigator Schools;
3. Employees may not use Navigator's logos, trademarks, and/or copyrighted material and are not authorized to speak on Navigator's behalf;
4. Employees are not authorized to publish any confidential or proprietary information maintained by Navigator Schools;
5. Employees are prohibited from making discriminatory, defamatory, libelous, or slanderous comments when discussing Navigator, the employee's supervisor, co- workers, and competitors;
6. Employees must comply with all Navigator Schools policies, including, but not limited to, rules against unlawful harassment and retaliation; and
7. Navigator equipment, including computers, iPads, and other electronic equipment, may not be used for these purposes.

Navigator reserves the right to take disciplinary action against any employee whose Internet postings violate this or other Navigator Schools policies.

Personal Appearance/Dress Code

Navigator believes that employees serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and personal hygiene.

Navigator encourages employees to wear clothing during work hours that will add dignity to the educational profession, present an image consistent with their job responsibilities, and not interfere with the learning process.

The following list provides a general overview of appropriate attire. No dress code can cover all contingencies, so employees must exercise a certain amount of judgment in their choice of clothing for work. If you experience uncertainty about what is acceptable professional business casual attire for work, please ask your supervisor or someone on the People Support team.

Slacks, Pants, and Shorts

Slacks, dress pants, or jeans are acceptable. Shorts (cut no more than 2" above the knee) are also acceptable. Inappropriate pants and shorts include: sweatpants, exercise pants, short shorts, and any spandex or other form-fitting pants. If jeans are worn, they should fit

appropriately and look professional – no holes or rips, not excessively tight. Leggings are only acceptable when paired with a long shirt or dress. The length of the shirt or dress must meet at least mid-thigh length in both the front and back.

Skirts, Dresses, and Skirted Suits
Dress and skirt length and fit should be at a length at which you can sit comfortably in public and cut no more than 2” above the knee. Casual dresses and skirts that are split at or below the knee are acceptable. Mini skirts, skorts, beach dresses, and spaghetti-strap dresses are inappropriate for Navigator school campuses.

Shirts, Tops, Blouses, and Jackets
Casual shirts, dress shirts, sleeveless shirts, sweaters, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops, spaghetti-strap tops, midriff or crop tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter tops; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress. All Navigator logo attire (shirts, sweatshirts, jackets) is acceptable.

Shoes and Footwear
Athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, sandals (other than flip flops), and leather deck-type shoes are acceptable for work. Flip-flops, slippers, and athletic slides are not acceptable.

Tattoos
Visible tattoos are acceptable as long as they are not offensive in any way (naked people, inappropriate language, gang affiliation, etc.). Determination of what is offensive is the responsibility of the People Support Department.

Jewelry, Makeup, Fragrance, and Fingernails
Subject to the Policy Prohibiting Harassment, Discrimination, and Retaliation, jewelry, makeup, fragrance, and fingernails should be in good taste, and must not interfere with work responsibilities. This includes causing physical harm to oneself or others, causing allergic reactions, or interfering in any other way. Determination of what is considered an interference is the responsibility of the People Support Department.

Hats and Head Coverings
Subject to the Policy Prohibiting Harassment, Discrimination, and Retaliation, hats may be worn on campus but may not be worn in the classroom. Head Covers that are required for religious purposes or to honor cultural traditions are allowed.

School Leadership & Support Office
Professional dress is expected at all times while students are on campus and school is in session. Attire expectations on professional development days and non-school year workdays are at the discretion of the site or Support Office leader.

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Clothing that reveals underwear, cleavage, back, more than ½ thigh, or stomach is not appropriate for work. If clothing fails to meet these standards, as determined by leadership or the People Support Department, the employee will be asked to change immediately, or not wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. Progressive disciplinary action may be applied if dress code violations continue, up to and including termination.

Health and Safety Policy

Navigator is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with Navigator's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to their supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, Navigator Schools will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

Navigator has developed guidelines to help maintain a secure workplace, including but not limited to a Safety Plan. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to the Vice Principal or SOM. Employee desks and offices should be secured at the end of the day. When an employee is called away from their work area for an extended period of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities and the welfare of employees depend upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Vice Principal or SOM when keys are missing or if security access codes or passes have been breached.

Staff ID Badge Procedure

All Navigator Schools faculty and staff are required to "prominently" display Navigator issued identification (ID) badge on themselves via a badge clip on the upper half of the person's body or on a lanyard at all times while on any Navigator School campus and at designated school or Navigator Schools sponsored events. The Navigator ID badge must be visible at all times. School site keys must not be fastened together with an ID badge.

The ID badge allows anyone on campus to quickly identify faculty and staff and provides validation that the individual belongs on Navigator's campus. Faculty and staff will be \

issued one (1) ID badge on or before the official start of the school year. All visitors must report to the front office, and a temporary ID badge will be issued.

Faculty and staff must report to their school office within 24 hours if their ID badge is lost so the school office can provide a temporary badge and request a new badge from the Help Desk. Displaying or possessing more than one (1) ID badge is not allowed. If an ID badge is found, please immediately return it to the front office.

It is expected that proper care be given to the ID badge. All ID badges are the property of Navigator Schools. Defacing, damaging, or destroying a school issued ID badge, other than normal wear and tear, is considered “property damage” or “vandalism” and is subject to discipline procedures under the Employee Handbook. Any ID badge that is deemed unrecognizable must be replaced.

Occupational Safety

Navigator is committed to the safety of its schools, students, employees, vendors, contractors, and community.

The prevention of accidents is the responsibility of every Navigator Schools supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt about how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is Navigator's policy that accident prevention is of primary importance in all phases of operation and administration. Navigator’s management is required to provide safe and healthy working conditions for all employees and establish and require the use of safe practices at all times.

Failure to comply with or enforce Navigator’s safety and health rules, practices, and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on Navigator Schools premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes. When an accident and/or injury occurs, the Office Manager (school site), and the People Support Department (Support Office) must be alerted immediately. In addition, as soon as possible, an incident report must be completed and submitted to the Office Manager or SOM for submission to the People Support Department.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by alerting the office or

leadership staff immediately. In addition, all employees should know the local emergency numbers, such as 911. The local police non-emergency number can be found displayed in the staff lounge of each site.

Emergency Contact
Employees are entitled to choose an emergency contact to be contacted by Navigator in case of emergency. The School will notify an employee's designated emergency contact if the employee is arrested or detained at work but only if the employee has designated an emergency contact for this purpose, and only if the School has actual knowledge of the arrest.

Workplace Rights
All employees are entitled to know and exercise their workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state regardless of immigration status. See **Appendix D** for a pamphlet from the State of California Department of Industrial Relations regarding employee rights at the School.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, Navigator shall withhold Federal Income Tax, State Income Tax, Social Security (FICA), and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by Navigator, unless they are a CalSTRS employee.
4. California State Teachers Retirement System (CalSTRS): All certificated employees (Teacher, Teacher in Training, Counselor, School Psychologist, Certificated Leadership) working 50% or more contribute to CalSTRS. CalSTRS is tax deferred until retirement benefits are withdrawn. For more information, please refer to the CalSTRS website: www.calstrs.com.
5. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by Navigator Schools.
6. Any voluntary contribution made by the employee to their 403(b) plan.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. Navigator will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, Navigator shall initiate a legal action to validate the overpayment before proceeding with recoupment. Navigator may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. Navigator also reserves the right to exercise any and all other legal means to recover any additional amounts owed. Navigator shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

Paycheck deductions are explained on the check voucher. If an employee does not understand the deductions, they should send a message to payroll@navigatorschools.org.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to payroll@navigatorschools.org. Current W-4 forms can be accessed on www.irs.gov.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire, and it is the employee's responsibility to report any changes in filing status to Payroll by filling out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and available for download in the payroll processing system to each employee for use in connection with the preparation of income tax returns. To request a hard copy, please send a request to payroll@navigatorschools.org. The W-2 shows Social Security information, taxes withheld, and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's employment agreement, or otherwise indicated to each employee. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. Paid time off, such as sick pay, holiday pay, and vacation pay, will not count toward hours worked for the purpose of determining overtime pay. Navigator will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized in writing by the employee's Principal or supervisor. Working overtime without prior authorization may result in disciplinary action.

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Navigator provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees. All employees are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply. An employee may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with Navigator.

For overtime pay calculation purposes, the workday begins at 8:00 AM and ends 24 consecutive hours later. The workweek begins at 8:00 AM on Mondays and ends at 5:00 PM on Fridays.

Payroll Information

Paydays are scheduled bi-weekly and paid out every other Friday for all staff. If the regular payday falls on a Navigator-recognized holiday, then employees will be paid on the workday before the regular payday. Your electronic pay stub will include an itemization of the various deductions required by law or authorized in writing by you. You can access your pay stubs electronically at any time through the payroll processing system. Paychecks will be accessible only to the named employee. Requests for special handling of your check in certain cases must be arranged in writing in advance of payroll. Employees not enrolled in direct deposit will receive all physical checks via USPS to the address on file in the payroll processing system.

If you observe any error in your check, have questions about deductions from your pay, believe you have been subjected to improper deductions, or believe that the amount paid does not accurately reflect your total hours worked or salary, please report it immediately to your supervisor or Site Operations Manager. Every report will be fully investigated, and Navigator will provide the employee with any compensation to which the employee is entitled in a timely fashion.

Navigator complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by Navigator, even if the reports do not reveal any errors or wrongdoing.

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Wage Attachments and Garnishments

Under normal circumstances, Navigator Schools will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require Navigator, by law, to withhold part of an employee's earnings in their favor.

Expense Reimbursements

These procedures provide a uniform system for reporting and reimbursement of reasonable and necessary business expenses incurred by employees. Items not provided for herein are considered to be personal in nature and, therefore, not reimbursable.

All reimbursements must be submitted through RAMP, Navigator's online reimbursement platform. Employees should use a Navigator-provided device or computer to access the application. All employees have received or will receive an email inviting them to RAMP. Please be sure to add electronic banking information to your account, as reimbursements will be sent directly to the employee's account.

Employees are required to obtain supervisory approval for their expense reports. It is the responsibility of each employee to understand and comply with the business expense procedure prior to submitting expenses for payment. Any questions or guidance should be directed to the Finance Department. Periodic audits may be conducted on expense reports for compliance with the policy.

Expense reports should be submitted on a monthly basis and within 30 days of incurring the expense. Upon submission of an expense report, employees will be reimbursed by the automatic clearing house (ACH) for ordinary and necessary expenses incurred while on Navigator business (as described elsewhere herein). Exceptions to the procedures defined elsewhere herein must be approved by the Controller.

Each year, designated instructional staff will receive a budget allowance for student materials. To receive reimbursement up to the approved amount, staff must submit itemized receipts for all purchases.

Documentation Requirements

A record of business expenses is required. All items listed on the expense report should show the date and business purpose. A receipt for any and all expenses must be provided in order for reimbursement to be processed. Additional requirements unique to a particular type of business expense are detailed in the appropriate sections that follow.

Expenses Charged to Navigator by Employee

Certain expenses may be paid directly by Navigator. Examples include such items as airline tickets, rental cars, leased vehicles, hotel deposits, and seminar registration. The fact that certain allowable business expenses may be paid directly by Navigator does not relieve an

employee from complying with the substantiation requirements of this policy (original receipts, airline tickets, and other supporting documentation must be attached).

Lodging
Every effort should be made to find the lowest priced lodging. Receipts must substantiate lodging expenses. When a guaranteed reservation is made, and the employee has a change of plans, every reasonable effort should be made to cancel the reservation on a timely basis.

Transportation
Every effort should be made to use the lowest priced transportation available. Reimbursement will be made for the following modes of transportation:

1. Commercial airline travel will only be reimbursed for coach class unless approved by management
2. Rental cars, please note additional insurance should not be purchased
3. Personal auto used for business will be reimbursed at the prevailing IRS mileage allowance. The mileage reimbursement rate covers all vehicle expenses, including gas, insurance, and depreciation. Navigator assumes no liability for any damage or loss to employee vehicles or personal property
4. Cost of Uber, Lyft, taxi, or bus to hotels or airports from a place of business or residence
5. Local commuting costs between residence and work location are not allowable business expenses. Local commuting costs between residence and place of departure for commercial travel in excess of commuting costs between residence and work locations are an allowed expense

Meals
Navigator Schools will reimburse travel related meals at the following rates (including tax and tip):

1. Up to $25.00 for breakfast
2. Up to $30.00 for lunch
3. Up to $45.00 for dinner

All submitted meal receipts must show a detailed list of items ordered. Submitting only the payment receipt will not be approved and is subject to non-reimbursement. Any amount exceeding the rates above will be the responsibility of the employee and will not be reimbursed. Meals for hybrid or remote workers traveling to and from work are not travel related meals and will not be approved for reimbursement. No alcohol will be reimbursed by Navigator under any circumstances.

Miscellaneous Expenses
Costs incurred for items of a business nature not provided for above (such as postage, service gratuities, small supplies on an emergency basis, etc.) will be reimbursed if reasonable and necessary for the performance of your job duties. Such expenses should be

approved by a supervisor in advance.

Miscellaneous supplies, software, and computer hardware should be purchased through the appropriate department and not included on employee expense reports. The Accounting & Finance Supervisor must approve exceptions.

General Business Entertainment
Expenditures for entertaining individuals other than employees of Navigator must be ordinary and necessary to be allowable and must meet Navigator standards for appropriate business conduct. The person(s) must have an influence on Navigator business or business activities, and their entertainment should be “direct” or “associated” as defined in the following paragraphs.

Employees may claim reimbursement for business meals with Navigator employees away from home to the extent that their expenses are reasonable and necessary to the conduct of Navigator business.

When faced with project/duty time constraints, management level personnel may claim reimbursement for a reasonable amount for business meals with other Navigator employees to facilitate the conduct of Navigator business. This is to be strictly interpreted, and no reimbursement will be allowed for reciprocal meals not meeting this description.

Business Meals and Directly Related Entertainment
Reimbursement is allowed for reasonable and necessary business meals and entertainment expenses with person(s) outside Navigator who have an influence on Navigator business. Business meal expenses must be directly related to business and incurred under circumstances conducive to a business discussion. Generally, a restaurant, hotel dining room, or similar place would be considered conducive to a business discussion. Entertainment expense is directly related to the business if the employee is actively engaged in a business meeting, negotiation, discussion, or other bona fide business activity other than the entertainment itself. Please contact the General Counsel for questions concerning reporting such expenses on Form 700s. No employee may engage in any such activity if there is the potential for a conflict of interest.

Dues for Professional or Technical Organizations
Dues paid by divisional supervisors/department heads for approved memberships in professional or technical organizations are reimbursable. Dues paid by all other employees are to be approved in advance by divisional supervisors/department heads. Amounts claimed for reimbursement should be itemized on the expense report and substantiated by receipts.

Training, Conferences, and Seminars
Registration fees or similar expenses for Navigator-approved training courses, conferences, seminars, and conventions are reimbursable if approved in accordance with outside training, seminars, and conference policy.

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Donations or Contributions
Donations or contributions are not reimbursable expense items.

Benefits

Navigator is committed to providing competitive benefits. Full time eligible Navigator employees (as defined herein) are eligible for benefits.

Health Care Benefits
Given the rising cost of health care, employee contributions and benefits offered are likely to change from year to year. Employee contributions vary based on the plan selected, demographics, and whether the employee's spouse, domestic partner, and/or dependents are covered. Please refer to the separate Navigator Benefits Summary for more information. Health benefits eligibility begins on the first of the month following the hire date. To ensure the activation of your benefits, you are responsible for completing the required enrollment process within the time period assigned by the People Support Department. If you have questions or need assistance, please contact the People Support Department.

COBRA Benefits

Continuation of Medical and Dental
When your coverage under Navigator's medical and/or dental plans ends, you and/or your dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended.

To continue coverage, you must pay the full cost of coverage - your contribution and Navigator School's previous contribution, plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

1. Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
2. Your hours of employment are reduced below the amount required to be considered a full-time or part-time employee, making you ineligible for the plan

This eighteen (18)-month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18)-month period may also be extended if other events (such as a divorce or death) occur during the eighteen (18)-month period.

Your spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

1. You die while covered by the plan
2. You and your spouse become divorced or legally separated
3. You become eligible for Medicare coverage, but your spouse has not yet reached age

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sixty five (65)
4. Your dependent child reaches an age that makes them ineligible for coverage under the plan

Rights similar to those described above may apply to retirees, spouses, and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Navigator will notify you if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, are divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying Navigator Schools within thirty (30) days of the event. Navigator will then notify you or your dependents of your rights. Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically.
This happens if:

1. Premiums for continued coverage are not paid within thirty (30) days of the due date
2. You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have
3. Navigator stops providing group health benefits
4. You (or your spouse or child) become entitled to Medicare
5. You extended coverage for up to twenty-nine (29)-months due to disability, and there has been a final determination that you are no longer disabled

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their direct supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending on length of service, job position, past performance, changes in job duties, or recurring performance concerns.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the role, initiative, attitude towards coaching and feedback, and interaction with colleagues. The performance evaluations are intended to make employees aware of their strengths, progress, areas of growth, and action steps or goals for future work performance. Positive performance evaluations do not guarantee increases in salary or promotions. After the review, employees will be required to sign the evaluation simply to acknowledge that it has been presented, that the contents have been discussed with the supervisor, and that the employee is aware of the contents of the evaluation document.

Supervisors will periodically review employee job performance to establish goals for future performance and discuss current performance. Navigator's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. Employees will keep the People Support Department advised of changes that should be reflected in the personnel file. Such changes include: change in address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable Navigator to contact the employee should the change affect other records. Most personnel changes can be made directly using employee self-service tools in the payroll processing system.

Employees have the right to inspect certain documents in the personnel file, as provided by law, in the presence of a Navigator representative, at a mutually convenient time. Employees also have the right to obtain a copy of the personnel file as provided by law. Employees may add comments to any disputed item in their own file. Navigator will restrict the disclosure of personnel files to authorized individuals within Navigator Schools. A request for information contained in the personnel file must be directed to the Director of the People Support Department. Only the Director of the People Support Department or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Navigator will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations or as otherwise legally required.

Electronic Signature Practice

This practice applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. When appropriate, Navigator Schools encourages the use of electronic signatures for internal documents where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on Navigator Schools preferences. In such situations, affixing an electronic signature to the document in a manner consistent with this practice shall satisfy Navigator Schools requirements for signing a document. While the use of electronic signatures may be suggested and encouraged, this agreement does not require the use of electronic signatures.

As used in this description, the term "signature" includes using initials on a document instead of a signature.

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HOLIDAYS, LEAVES, AND TIME OFF

Holidays

The Navigator calendar reflects any and all holidays observed by Navigator Schools. The following holidays are generally observed by public entities, including public schools:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving
10. Friday after Thanksgiving
11. Day before Christmas
12. Christmas Day

Recognized religious holidays may be taken off by an employee whose religion requires observance of a particular day. Employees must request the day off in advance by written notice to their principal or supervisor.

All employees will be compensated for holidays that fall within their work calendar. In addition, employees scheduled to work outside of their calendar (i.e., Summer School) may be compensated for additional holidays. Full time employees will be compensated 8 hours of holiday pay and part time employees will be compensated for 6 hours of holiday pay.

Unpaid Leave of Absence

Navigator Schools recognizes that special situations may arise where an employee must temporarily leave their job. At its discretion, Navigator may grant an employee a leave of absence. Any unpaid leave of absence must be approved in advance by Navigator Schools.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

Employees requesting unpaid time off must exhaust all sick and vacation leave, with the only exception being a family/medical leave of absence. For any leave reason outside of family/medical leave, approvals are at the Principal's discretion and are subject to the needs of Navigator Schools.

If employees are currently covered, medical, dental, and vision coverage will remain in force during a medical or workers' compensation leave of absence, provided the employee pays the appropriate premiums. Whether employees are required to pay the total premiums will depend on the length of the leave of absence. During a family/medical leave, the medical, dental, and vision benefits will remain effective, provided the employee pays the appropriate premiums.

Sick Time

When well, it is essential employees arrive at work on time every day. To help prevent loss of earnings that may be caused by accident or illness, Navigator offers paid sick time to its employees, prorated to the length of service. Sick time may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, sexual assault, or stalking committed against themselves or a family member. Sick time may only be used for the purposes specified in this policy. Additionally, sick time may be used by employees who are victims or family members of victims of specified crimes to attend judicial proceedings. Sick time may also be used to serve on a jury or when ordered by a court or subpoenaed to testify in court as a witness.

If possible, planned absences for medical appointments are to be arranged during non-school hours. Employees have a responsibility to make sure their absence is reported in a timely manner to the designated staff member on site.

Personal Time

Employees may use a portion of their sick time annually for purposes of personal time, prorated to the length of service. Full time employees may use up to 24 hours, and part time employees may use up to 8 hours, of sick time for personal time, which includes death or serious illness of an employee's family (in addition to bereavement), an accident involving an employee's person or property, or the person or property of a member of an employee's immediate family, appearance in court as a litigant, or as a witness under official order, adoption or birth of a child, and business matters which cannot reasonably be conducted outside the workday.

Medical certification will not be requested for personal time. If an employee exhausts all sick time, personal time will be used for sick. Employees must exhaust all sick and personal time before taking unpaid time off. Sick and personal time are not vacation and are not paid out upon separation from employment.

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Provision and Use of Sick Time
Sick time is provided based upon hours worked, and carries over year-to-year, per the limits outlined below.

Hours Worked Per Week	Sick Time Per Year	Amount of Sick Which May Be Used For Personal	Carryover and Annual Use Limit
1-29.9 hours	48 hours	8 hours (year 1) 14 hours (year 2+)	72 hours
30-40 hours	80 hours	24 hours (year 1) 40 hours (year 2+)	120 hours

Medical verification will be required for the use of all sick time in excess of the amount provided to the employee annually.

Employees must follow the time off request procedures set by the site leadership or supervisor and notify the designated parties the need to take sick and personal time as soon as practicable and, if possible, no later than midnight before their scheduled start time. All employees must submit their sick time taken online through the payroll processing system before or within 24 hours of the absence. If sick time is not submitted within 24 hours of the absence, the time will be entered by the supervisor or designee. Employees must report time off in minimum increments of 30 minutes, not to exceed standard daily work hours. Sick hours cannot be used to cover non-scheduled workdays, or on days outside of the employees assigned work calendar.

If an employee is absent longer than five (5) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work may be required. Navigator Schools will not tolerate abuse or misuse of sick time. If Navigator Schools suspects abuse of sick time, Navigator may require a medical certification from an employee verifying the absence.

Employees will receive pay at their normal rate for sick time taken. However, no employee will receive pay in lieu of sick time under any circumstances, and employees will not be paid for any unused sick time upon separation from employment.

Sick Time for STRS Eligible Employees
No cap on sick time accrual exists for STRS eligible employees. All unused sick time that remains at the end of each school year will be credited to the STRS sick time account and transferred to a subsequent public school employer, if accepted, or reported to STRS for service credit upon retirement.

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Vacation Time

Employees on the Custodial and Support Office calendars, and full time employees on the Mascot Club calendar, will be allotted vacation time, prorated to the length of service. Employees may request to use their vacation hours for any type of time off unrelated to sick time or in lieu of sick time if all sick time has been exhausted. The following schedule details vacation time for employees assigned to a full-year work calendar.

Custodial Calendar

Hours Worked Per Week	Hours of Vacation Time
1-20 hours worked	40 hours
30-40 hours worked	80 hours

Mascot Club Calendar (full time only)

Hours Worked Per Week	Hours of Vacation Time
30-40 hours worked	40 hours

Support Office Calendar

Hours Worked Per Week	Hours of Vacation Time
1-20 hours worked	60 hours
30-40 hours worked	120 hours

Full time employees on the Custodial, Support Office, and Mascot Club calendars will use a minimum of 40 vacation hours within an assigned calendar work year.

Employees have the option to roll over up to 40 hours and/or choose to be paid for unused vacation hours.

Family Care and Medical Leave

This policy explains how Navigator Schools complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require Navigator to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by Navigator a total of at least twelve (12) months, worked at least 1250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where Navigator Schools has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where Navigator Schools must only have at least five (5)

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employees).

Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by Navigator, they each will be entitled to separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by Navigator Schools' separate pregnancy disability policy)
   - A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

   - "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

   - "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

   - "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

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4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave That May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, Navigator's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days Navigator's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of their own serious health condition may use up to 20 days of sick time paid during any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, Navigator Schools and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited

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by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use up to 20 days of accrued sick leave at the beginning or end of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted their sick time, time taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick time pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA/CFRA leave. Sick pay accrued during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of Navigators various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by Navigator during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, Navigator will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, Navigator Schools will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

Navigator may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRAleave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if they work less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA/CFRA leave remains an employee, and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced. An employee who was absent from work while fulfilling their covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon their return to Navigator, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

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Medical Certifications

1. An employee requesting FMLA/CFRA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate healthcare provider on a form supplied by Navigator. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
2. Navigator will notify the employee in writing if the certification is incomplete or insufficient and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. Navigator may contact the employee's healthcare provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
3. If Navigator has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, Navigator may request a second opinion by a healthcare provider of its choice (paid for by Navigator). If the second opinion differs from the first one, Navigator will pay for a third, mutually agreeable, healthcare provider to provide a final and binding opinion.
4. Recertification is required if leave is sought after the expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave of Absence form and submitting it to the People Support Department. An employee asking for a Request for Leave of Absence form will be given a copy of Navigator's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Navigator's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that Navigator will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks duration on any two (2) occasions.
6. If an employee needs intermittent or a reduced schedule leave that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for

which they are qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. In most cases, Navigator will respond to an FMLA/CFRA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA/CFRA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA/CFRA leave request is granted, Navigator will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, Navigator will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their healthcare provider that they are able to resume work.
4. If an employee can return to work with limitations, Navigator will evaluate those limitations and, if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from Navigator Schools.

Employment During Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without Navigator's written permission. An employee who accepts such employment without Navigator's written permission will be deemed to have resigned from employment at Navigator Schools.

Pregnancy Disability Leave

This policy explains how Navigator complies with the California Pregnancy Disability Act, which requires Navigator to give each pregnant employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time the employee is personally disabled by pregnancy, childbirth, or related medical conditions. This policy also explains how Navigator Schools complies with applicable laws related to paid pregnancy disability leave for School employees.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy,

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childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to themselves, the successful completion of their pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week or who work on variable work schedules, the number of working days that constitute four (4) months is calculated on a pro-rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by-case basis, taking into account a number of considerations, such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for Navigator. Navigator Schools is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

Pay during Pregnancy Disability Leave

1. Effective January 1, 2027, pregnancy disability leave shall be with full pay, subject to both a maximum of fourteen (14) weeks and coordination with state disability insurance benefits, as applicable. Substitute and temporary employees are not eligible for paid leave.

- For part-time employees, the amount of paid leave per week, subject to both a maximum of fourteen (14) weeks and coordination with state disability insurance benefits, as applicable, shall be as follows:
    - If the part-time employee works a fixed number of hours per week, the employee shall receive weekly pay for the total number of hours the employee is normally scheduled to work.
    - If the part-time employee does not work a fixed number of hours per week, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the six (6)-month period immediately preceding the date that the employee began their paid leave.
    - If the part-time employee has been employed for less than six (6) months, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the entire period of that employment preceding the date that the employee began their paid leave.

2. An employee on pregnancy disability leave may use available sick time, up to 120 hours, and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

3. The receipt of vacation pay, sick time pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

4. Vacation and sick time accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

Navigator shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. Navigator can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires
2. The employee's failure to return from leave is for a reason other than the following:
    a. The employee is taking leave under the California Family Rights Act
    b. There is a continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave
    c. There is a non-pregnancy-related medical condition requiring further leave
    d. Any other circumstance beyond the control of the employee

Seniority

An employee on pregnancy disability leave remains an employee of Navigator, and the leave will not constitute a break in service. When an employee returns from pregnancy disability leave, they will return with the same seniority they had when the leave commenced.

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Medical Certifications

1. An employee requesting pregnancy disability leave must provide medical certification from their healthcare provider on a form supplied by Navigator. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after the expiration of the time estimated by the healthcare provider. Failure to submit the required recertification can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave of Absence form and submitting it to the People Support Department. An employee asking for a Request for Leave form will be referred to Navigator's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days notice or as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Navigator's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule leave that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits that better accommodate recurring periods of leave than the employee's regular position.
6. Navigator will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Navigator will notify the employee in writing, and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:
   a. The employer would not have offered a comparable position to the employee if they had been continuously at work during the pregnancy disability leave.
   b. There is no comparable position available to which the employee is either

qualified or entitled on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. Navigator will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period. (A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.)

2. When a request for pregnancy disability leave is granted to an employee, Navigator will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with Navigator policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from their healthcare provider that they are able to resume work.
4. If the employee can return to work with limitations, Navigator will evaluate those limitations and, if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from Navigator Schools.

Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without Navigator's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

Navigator, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

1. Medical care
2. Cash benefits, tax-free, to replace lost wages
3. Vocational rehabilitation to help qualified injured employees return to suitable employment

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

1. Immediately report any work-related injury to the People Support Department
2. Seek medical treatment and follow-up care if required
3. Complete a Workers' Compensation Claim Form (DWC 1) and return it to the People Support Department
4. Provide Navigator with a certification from your healthcare provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave

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It is Navigator's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. The insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient for Navigator's operation. For more information, please contact the People Support Department.

If an employee is injured on the job, they are to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the People Support Department. Failure by an employee to report work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to Navigator's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

When there is a job-related injury that results in lost time, the employee must have a medical release from Navigator's approved medical facility before returning to work.

Any time an employee suffers a job-related injury, Navigator's policy may require drug/alcohol testing along with any medical treatment provided.

Military and Military Spousal Leave of Absence

Navigator shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services or the Federal Emergency Management Agency ("FEMA") reserves who deploy to major disaster sites in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, Navigator shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation time as wage replacement during time served, provided vacation time off was accrued prior to the leave.

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to Navigator Schools, with

the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Navigator Schools shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide Navigator with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Reproductive Loss Leave

All employees who have worked for Navigator for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available paid leave or otherwise qualifies for paid pregnancy disability leave as outlined in the Pregnancy Disability Leave policy herein. Reproductive loss leave shall not be used in computing overtime pay.

Bereavement Leave

A total of five (5) paid days per work year calendar may be granted to all employees in the event of a death in the employee's immediate family, and must be taken within 90 days of the family member's death.

For purposes of this policy, immediate family includes, but is not limited to, an employee's spouse or registered domestic partner, child/stepchild, parent/stepparent/parent-in-law, brother/sister, brother-in-law/sister-in-law, step-brother/sister, grandparent, aunt, uncle, or first cousin.

If more than five (5) days may be needed (e.g., if the funeral is out of state), the employee may, with their immediate supervisor's approval, use available sick and vacation time. If the employee does not have any sick time available, the approved time off will be without pay. At its discretion, Navigator may request documentation to verify the need for bereavement leave.

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Jury Duty or Witness Leave

All nonexempt employees who are called upon to provide jury or witness duty will be provided a leave of absence for such purpose. Any regular full-time and part-time employee summoned to serve as a juror or witness shall be paid their regular straight time earnings for up to a maximum of three (3) days. If a regular full-time or part-time employee's jury duty or witness duty extends beyond three (3) days, such leave shall be without pay.

Any employee called for jury or witness duty should immediately notify their supervisor so that arrangements may be made to continue operations during the absence. Employees may be asked to provide written verification of attendance from the court clerk. If work time remains after any day of witness or jury service, the employee must return to work for the remainder of the workday.

For exempt employees, Navigator will pay for time off if an employee is called to serve on a jury, provided the employee continues to perform work duties as assigned.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their supervisor at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, Navigator will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care facility provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of Navigator, the employee who first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where Navigator requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee may use vacation time to be paid during the absence. If vacation time has been exhausted, unpaid time off will be granted.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required

appearance, the employee(s) must provide a copy of the notice from the child's school requesting the employee's presence.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) work days off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by Navigator for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to Navigator that they are a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of sick days available, the leave will otherwise be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began or to a position with equivalent status, benefits, pay, and other terms and conditions of employment. Navigator may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

Navigator provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking, or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety, or welfare, that of the employee's child or children, or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Navigator with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Navigator with one (1) of the following certifications upon returning to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized
under the law.

Employees requesting leave under this policy may choose to use available sick or vacation time. In addition, Navigator will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact their supervisor.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Principal and the People Support Department thirty (30) days' notice before returning from a leave. Whenever Navigator is notified of an employee's intent to return from leave, Navigator will attempt
to place the employee in their former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the People Support Department.

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DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by Navigator. This list of prohibited conduct is illustrative only and applies to all Navigator employees, unpaid interns, volunteers, contractors, and all other site visitors; other types of conduct that threaten security, personal safety, employee welfare, and Navigator's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to the at-will employees of Navigator. This list includes but is not limited to the following:

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's supervisor or other proper authority
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties, or responsibilities
3. Unauthorized soliciting, collecting contributions, and distributing literature, written or printed matter is strictly prohibited on School property by non-employees and employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction, or theft of another employee's property or of Navigator property
5. Fighting or instigating a fight on Navigator premises
6. Violations of the drug and alcohol policy
7. Using or possessing real or replica firearms, weapons, or explosives of any kind on Navigator premises
8. Gambling on Navigator premises
9. Tampering with or falsifying any report or record, including, but not limited to, personnel, absentee, sickness, or production reports or records, specifically including applications for employment and timecards
10. Recording the timecard, when applicable, of another employee or permitting or arranging for another employee to record the timecard
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls
13. Non-Navigator students or non-school-aged children on site during work hours
14. Employees allowing Navigator students to be unsupervised or in restricted areas during or outside of school hours
15. Unless approved by site principal or supervisor, Navigator students on campus outside of school hours
16. Excessive absenteeism or tardiness, excused or unexcused
17. Posting any notices on Navigator premises without the prior written approval of Navigator leadership, unless the posting is on a Navigator Schools bulletin board

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designated for employee postings
18. Immoral or indecent conduct
19. Conviction of a criminal act
20. Engaging in sabotage or espionage (industrial or otherwise)
21. Violations of the sexual harassment policy
22. Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures, or treatment
23. Sleeping during work hours
24. Release of confidential information without authorization
25. Any other conduct detrimental to other employees or Navigator's interests, or its efficient operations
26. Refusal to speak to supervisors or other employees
27. Dishonesty
28. Failure to possess or maintain the credential/certificate required for the position
29. Unprofessional conduct.
30. Allowing a visitor onto campus without prior authorization and without the appropriate clearances
31. Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing
32. Failure to appropriately supervise students

The above list of prohibited conduct is illustrative only and applies to all employees of Navigator Schools; other types of conduct that threaten security, personal safety, employee welfare, and Navigator's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as at-will employees of Navigator Schools. For employees who possess an employment contract that provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While Navigator does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with Navigator's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Navigator or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects Navigator's legitimate business interests or the employee's ability to perform their work will not be tolerated.

While employed by Navigator Schools, employees are expected to devote their energies to their jobs with Navigator. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

1. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School

2. Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School
3. Additional employment that impairs or has a detrimental effect on the employee's work performance with our School
4. Additional employment that requires the employee to conduct work or related activities on Navigator Schools' property during the employer's working hours or using our School's facilities and/or equipment
5. Additional employment that directly or indirectly competes with the business or the interests of our School

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to Navigator explaining the details of the additional employment. If the additional employment is authorized, Navigator assumes no responsibility for it. Navigator shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Employment Information and References

For the protection of its employees and to comply with privacy statutes, it is Navigator's policy to release no information regarding current employees, unless in written format, and with the prior permission of the employee, or as otherwise may be required by law. This includes employment verifications for reasons including, but not limited to, housing applications, loan applications, and credit purposes.

Active Employees

All requests for information regarding active employees should be directed, in writing, to the People Support Department. Information released will be limited to employment verification information, such as date(s) of employment, title, and pay rate(s)/salary information if authorized in writing by the employee. Exceptions to this policy shall be granted only to authorized law enforcement agencies and with the presentation of proper documentation accompanying the information request, or as otherwise may be required by law.

Former Employees

It is Navigator's policy to provide potential employers with former employees' dates of employment and job title(s) only unless Navigator has a written waiver on file signed by the former employee specifying the types of information available for release. All requests for information regarding former employees should be routed through the People Support Department. No other information shall be released, in verbal or written format, by any current employee of Navigator regarding the performance of any former employee.

Termination of Employment

Should it become necessary for you to terminate your at-will employment with Navigator Schools, please notify the school site principal or your supervisor regarding your intention as

far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

If you are participating in a medical, dental, and/or vision plan, you will be provided information on your rights under COBRA.

INTERNAL COMPLAINT REVIEW

Internal Complaints

The purpose of the “Internal Complaint Review Policy” is to afford all Navigator employees the opportunity to seek internal resolution of their work-related concerns. All employees have free access to their supervisor, site principal, the Director of the People Support Department, the Chief Executive Officer, or the Board of Directors to express their work-related concerns. Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under Navigator’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

Complaints by Employees Against Employees
This section of the policy is for use when a Navigator employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor and the site Principal. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the site Principal or designee:

1. The complainant will bring the matter to the attention of the People Support Department as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed, or, if not appropriate, and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts. The Director of the People Support Department or designee will investigate the facts and provide a solution or explanation.
3. If the complaint is about the CEO, the complainant may file their complaint in a signed writing to the Board Chair of the Board of Directors of Navigator Schools, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board Chair or designee will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, Navigator values each employee’s ability to express concerns and the need for resolution without fear of adverse consequences to employment.

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Policy for Complaints Against Employees

Complaints by Third Parties Against Employees

This section of the policy is for use when a non-employee raises a complaint or concern about a Navigator employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the CEO or Board Chair (if the complaint concerns the CEO) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the CEO (or designee) shall abide by the following process: The CEO or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint

1. In the event that the CEO (or designee) finds that a complaint against an employee is valid, the CEO (or designee) may take appropriate disciplinary action against the employee. As appropriate, the CEO (or designee) may also simply counsel or reprimand employees as to their conduct without initiating formal disciplinary measures.
2. The CEO's (or designees) decision regarding the complaint shall be final unless it is appealed to the Board of Directors of Navigator Schools. The Board of Directors' decision shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances, absolute confidentiality cannot be assured
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Chief Executive Officer) or the CEO or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENTS TO THE EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of Navigator Schools in effect at the time of publication.

Navigator reserves the right to amend, delete or otherwise modify this Handbook at any time, provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No verbal

statements can in any way alter the provisions of this Handbook.

Questions or inquiries, please communicate with:

Annie Stevens,
People Support Department Coordinator
831-217-4897
annie.stevens@navigatorschools.org

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APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of Navigator Schools that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that Navigator Schools may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of Navigator Schools, you may file this form with the Principal or Board President.

Please review Navigator's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

Navigator Schools will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, Navigator Schools will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, Navigator Schools will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize Navigator Schools to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that Navigator will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by Navigator Schools, both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:_____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

_____

_____

List any witnesses that were present: _____

_____

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Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____

Signature of Complainant

_____

Print Name

Received by:_____

Date: _____

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APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____
_____

List any witnesses that were present: _____
_____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

I hereby authorize Navigator Schools to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by School:

Received by: _____ Date: _____

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APPENDIX C

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Navigator Schools ("Navigator" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Navigator school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom Navigator does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. Navigator will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. Navigator complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

- General Counsel; Navigator Schools/Gilroy Prep School, 277 I.O.O.F. Ave., Gilroy CA 95020
- General Counsel; Navigator Schools/Hollister Prep School, 881 Line St., #200, Hollister CA 95023
- General Counsel; Navigator Schools/Watsonville Prep School, 407 Main St., 2d, Watsonville CA 95076
- General Counsel; Navigator Schools/Hayward Collegiate Charter, 166 West Harder Rd., Hayward 94544
- General Counsel; Navigator Schools/Orange County Prep, 650 San Benito St., Ste. 230, Hollister, CA 95023

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Navigator.

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Navigator is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching,
    patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
    - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all- inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student [1] or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Navigator.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

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1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
    - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

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[1] “Reasonable student” is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student’s age, or for a person of the student’s age with the student’s exceptional needs.

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3. An act of “Cyber sexual bullying” including, but not limited to:
    a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Navigator’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Navigator investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in Navigator’s education program or activity.

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Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Navigator has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. **Cyberbullying Prevention Procedures**

   Navigator advises students:

   a. To never share passwords, personal data, or private photos online.
   b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
   c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
   d. To consider how it would feel receiving such comments before making comments about others online.

Navigator informs Charter School employees, students, and parents/guardians of Navigator's policies regarding the use of technology in and out of the classroom. Navigator encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. **Education**

   Navigator employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Navigator advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Navigator and encourages students to practice compassion and respect each other.

   Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

   Navigator's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves

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and others, and when to go to an adult for help.

Navigator informs Navigator employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. **Professional Development**
Navigator annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Navigator employees who have regular interaction with students. Please see: https://www.cde.ca.gov/ls/ss/se/bullyres.asp
Navigator informs certificated employees about the common signs that a student is a target of bullying including:
   - Physical cuts or injuries
   - Lost or broken personal items
   - Fear of going to school/practice/games
   - Loss of interest in school, activities, or friends
   - Trouble sleeping or eating
   - Anxious/sick/nervous behavior or distracted appearance
   - Self-destructiveness or displays of odd behavior
   - Decreased self-esteem

   Charter School also informs certificated employees about the groups of students determined by Navigator, and available research, to be at elevated risk for bullying. These groups include but are not limited to:
   - Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
   - Students with physical or learning disabilities.

   Navigator encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Navigator's students.

<u>Grievance Procedures</u>

1. **Scope of Grievance Procedures**

Navigator will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed (Navigator to assist if unable to put complaint in writing);
b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to

discrimination, harassment, intimidation, or bullying; and

c. Submitted to the Navigator UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Navigator will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to their or any teacher or counselor, their principal or vice principal, any other staff member, or to:

1. Director of Student Services; Gilroy Prep School, 277 I.O.O.F. Ave., Gilroy CA 95020
2. Director of Student Services; Hollister Prep School, 881 Line St., #200, Hollister CA 95023
3. Director of Student Services; Watsonville Prep, 407 Main St., 2d, Watsonville CA 95076
4. Director of Student Services; Hayward Collegiate, 166 West Harder Rd., Hayward 94544
5. Director of Student Services; Orange County Prep, 650 San Benito St., Ste. 230, Hollister, CA 95023

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Navigator will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer & Superintendent, General Counsel, the Director of Student Services, the Title IX Coordinator, a staff person, or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Navigator acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

Navigator prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. **Supportive Measures**

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Navigator's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Navigator's educational environment, or deter sexual

harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Navigator will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Navigator to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Navigator, the Coordinator (or designee) will promptly initiate an investigation. In the event of a complaint against the Coordinator, the Chief Executive Officer & Superintendent will promptly initiate an investigation. In the event of a complaint against the Chief Executive Officer & Superintendent, the Chair of the Governing Board of Navigator Schools will promptly initiate an investigation. In all cases, a thorough investigation will be conducted within a reasonable time.

At the conclusion of the investigation, the Coordinator (or designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or designee) will not reveal confidential information related to other students or employees.
For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that Navigator prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - Navigator may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual

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harassment grievance process in accordance with Navigator's policies.
  - Navigator may remove a respondent from Navigator's education program or activity on an emergency basis, in accordance with Navigator's policies, provided that Navigator undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, Navigator may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Navigator offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
      - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - Navigator will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Navigator shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.

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- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, Navigator will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in Navigator's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Navigator policy.
  - Navigator may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at Navigator; or
    - The specific circumstances prevent Navigator from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, Navigator will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - Navigator will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of Navigator's code of conduct to the facts;

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- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

- **Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Navigator or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Navigator in response to a formal complaint of sexual harassment.

- **Right of Appeal**

Should the reporting individual find Navigator's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of Navigator's decision or resolution, submit a written appeal to Chief Executive Officer & Superintendent. In the event of a complaint against the Chief Executive Officer & Superintendent, the Chair of the Governing Board of Navigator Schools will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and Navigator will implement appeal procedures equally for both parties.
- Within five (5) business days of Navigator's written decision or dismissal of the complaint,

  the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from Navigator's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- Navigator will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal

opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

- **Recordkeeping**

All records related to any investigation of complaints under this Policy are maintained in a secure location.

Navigator will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize Navigator to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by the Charter School:

Received by: _____ Date:_____

Follow up Meeting with Complainant held on: _____

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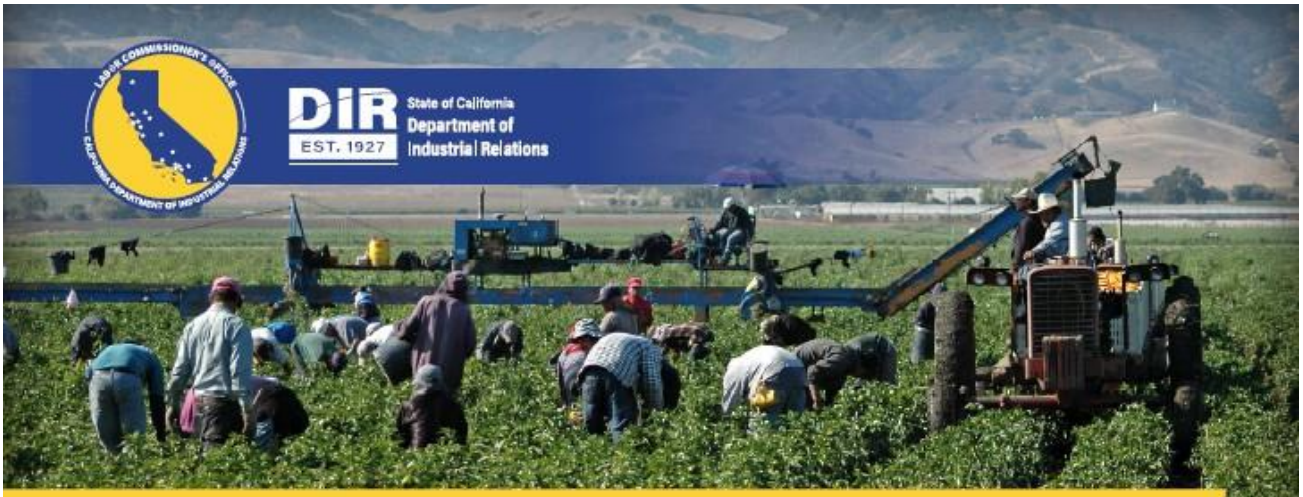
APPENDIX D

KNOW YOUR RIGHTS



California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state *regardless of immigration status.*

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.

Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections *(Labor Code § 90.2)*

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibility Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

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Your protections against unfair immigration-related practices *(Labor Code §§ 1019-1019.2)*

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-related action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
  - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.

Your right to designate an emergency contact *(Labor Code § 1555)*

Your employer **must** allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they **must** notify your designated emergency contact if you choose that option.

Your right to organize a union or engage in protected activity in the workplace

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.

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Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, ***regardless of their immigration status***, including when law enforcement (including a federal immigration agent) approaches you. In addition, under California law, state and local law enforcement cannot assist federal agencies such as ICE with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches *(U.S. Constitution, 4th Amendment)*

- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a judicial warrant, signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.

In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public* areas of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public* areas of the workplace.

More detailed information can be found in the DOJ's and LCO's joint Immigrant Worker Protection Act FAQ (https://oag.ca.gov/system/files/media/ab450-faqs.pdf).

Your right to be free from unreasonable seizures *(U.S. Constitution, 4th Amendment)*

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and question or search you. You can ask "Am I being detained?" or "Am I free to leave?" If the officer says that you are not being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforcement officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents. You do not have to sign anything without speaking to an attorney.

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Your right to remain silent *(U.S. Constitution, 5th Amendment)*

- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney **and then remain silent.**
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.

Your right to record interactions with law enforcement in public spaces under the 1st Amendment

The public has the right to observe and record officers and government officials carrying out their duties in public. If you choose to record, you should stand a safe distance away and do not interfere with the officer's actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal charges.

Access to legal representation

If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to consult with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE or CBP, you may invoke your right to speak with an attorney before saying or signing anything. You may also ask to speak to your consulate who may provide assistance.

Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your job. The benefits provide you with medical care for your injury/illness, partially replace the wages you lose while you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ or call 1-800-736-7401.

Navigator Schools
Charting a new course in education

Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek assistance:

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)
Information: (833) LCO-INFO (833-526-4636)
Immigration helpline: (855) 526-7775
www.dir.ca.gov/dlse/

California Division of Occupational Safety and Health (Cal/OSHA)
(833) 579-0927
https://www.dir.ca.gov/dosh/

California Division of Workers Compensation (DWC)
(800) 736-7401
dir.ca.gov/dwc/

Other California Agencies:

California Attorney General (AG)
(800) 952-5225
www.oag.ca.gov

California Civil Rights Department (CRD)
(800) 884-1684
calcivilrights.ca.gov/

California Agricultural Employees
Agricultural Labor Relations Board (ALRB)
(800) 449-3699
www.alrb.ca.gov

California Public Sector Employees and Transportation Network Company Drivers
Public Employment Relations Board (PERB)
(916) 322-3198
perb.ca.gov

Federal Agencies:

Private Sector Employees
National Labor Relations Board (NLRB):
(844) 762-6572
www.nlrb.gov

Federal Employees
U.S. Federal Labor Relations Authority (FLRA):
(771) 444-5801
https://www.flra.gov/

Railway and Airline Employees
National Mediation Board (NMB):
(202) 692-5000
https://nmb.gov/NMB_Application/

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-and-Community-Based-Organizations-Serving-Workers.html.

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2025-26

Name: Gilroy Prep School, a Navigator School

County-District-School (CDS) Code: 43-69484-0123760

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

   Gilroy Prep School - GPS students have access to an afterschool band program that has grown from 15 students its first year to 45 students this past school year. This past year the GPS band had the opportunity to play at the SJ Arena for a hockey game and played both the Star Spangled Banner and the Canadian national anthem. For 26-27, band will continue and, in addition, arts & theater will be added to Gator Club. Additionally, GPS is looking for opportunities to host lunchtime or afterschool club activities, like dance, coding, and theater.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 1

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 2

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 1

5. Number of students served with AMS funds: 250

6. Number of school sites providing arts education programs with AMS funds: 1

Date of Approval by Governing Board/Body: 9/14/20264

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2025-26

Name: Hollister Prep School, a Navigator School

County-District-School (CDS) Code: 35-67470-0127688

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

   Hollister Prep School had been utilizing Prop 28 funds for dance after school but that program was not in existence last year. Students enrolled in the afterschool program participated in arts programming. This year, HPS is partnering with the San Benito Arts Council to provide Audio Visual Arts for middle school students one afternoon a week plus 5 weeks of summer camp offerings. They will also have a percussion component after school. Additionally, HPS is also looking for opportunities to host lunchtime or afterschool club activities, like dance, coding, and theater.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 1

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 3

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 1

5. Number of students served with AMS funds: 250

6. Number of school sites providing arts education programs with AMS funds: 1

Date of Approval by Governing Board/Body: 9/14/20264

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2025-26

Name: Watsonville Prep, a Navigator School

County-District-School (CDS) Code: 44-77248-0138909

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

   WPS has been partnering with both Envision and Watsonville Yoga, Dance and Healing Arts to provide afterschool programming. With the 80/20 funding split, 19% of these costs will be paid for out of Prop 28 and the remainder will stay within the ELOP budget where it currently resides. Additionally, Shark Club staff participate in teaching the dance and music classes. Students will have the opportunity to participate in coding, audio visual, photography/visual arts, and dance programming during lunch and after school.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 1

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 3

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 1

5. Number of students served with AMS funds: 300

6. Number of school sites providing arts education programs with AMS funds: 1

Date of Approval by Governing Board/Body: 9/14/20264

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2025-26

Name: Hayward Collegiate, a Navigator School

County-District-School (CDS) Code: 01-10017-0138867

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

   Hayward Collegiate has been utilizing its Prop 28 funds to the fullest extent and has contracted with the Community School of Music and Art for their Music4Schools program. Students receive 40 minutes of music per week, including recorders for 4th grade. There is a year end performance as well. HC will partner with the Community School of Music and Art this next year as well. Additionally, students in Hawk Club will participate in video/photography classes.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds:

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds:

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 1

5. Number of students served with AMS funds: 260

6. Number of school sites providing arts education programs with AMS funds: 1

Date of Approval by Governing Board/Body: 9/14/20264

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Policy and Procedures for Charging Salaries and Wages to Federal Awards, Categorical Programs, and Cost Objectives

PURPOSE

These procedures establish the internal control process for charging salaries and wages to specific federal awards, categorical programs, and cost objectives at Navigator Schools. The purpose of these procedures is to provide reasonable assurance that personnel costs charged to federal programs are accurate, allowable, allocable, properly documented, and reviewed in accordance with applicable federal requirements and the corrective action expectations identified by the California Department of Education (CDE).

These procedures are intended to support compliance with the standards for documentation of personnel expenses under 2 CFR § 200.430, including the requirement that salary and wage charges be based on records that accurately reflect the work performed and that those records be supported by a system of internal controls, incorporated into official records, and reasonably reflect total compensated activity.

SCOPE

These procedures apply to all employees whose salaries or wages are charged, in whole or in part, to:

- Federal awards.
- State or local categorical programs when similar personnel documentation is required.
- Shared cost objectives involving multiple funding sources.
- Direct and indirect activities when compensation must be allocated across functions.

These procedures apply to school site administrators, program managers, payroll staff, finance staff, back-office accounting support, and supervisory personnel responsible for reviewing, approving, monitoring, or recording salary and wage charges.

DEFINITIONS

Cost objective

A cost objective is a program, grant, function, activity, organizational unit, or other work unit for which cost data are accumulated and tracked. For purposes of these procedures, examples

of cost objectives may include Title I small group instruction/classroom intervention in core subjects, Title III multilingual learner curriculum development and coordination, instructional support and program coordination, special education program services, schoolwide intervention support, and general administration when treated as an indirect activity.

Time and effort certification

A time and effort certification is after-the-fact documentation that reflects the total activity for which an employee is compensated during the reporting period and supports the salary and wage charges assigned to the applicable funding source or cost objective. (Refer to the Sample Semi Annual 2025-26 Time and Effort Certification Form Attachment F)

POLICY STATEMENT

Salaries and wages charged to a federal award, categorical program, or other cost objective must be supported by records that accurately reflect the work performed. Budget estimates may be used for interim payroll charging only if those estimates are reasonable, documented, and reconciled in a timely manner to actual work performed.

Charges may not be assigned to a federal award based solely on budget availability or convenience. Personnel costs must be allocated in proportion to the benefit provided to each program or cost objective and must be corrected promptly when actual work differs from the original payroll distribution.

ROLES AND RESPONSIBILITIES

School Principal or site leader

The School Principal or site leader is responsible for ensuring that site staff understand these procedures, that appropriate cost objectives are identified for federally funded staff, and that required certifications are completed timely and retained.

Program administrator or grant manager

The program administrator or grant manager is responsible for confirming that staff duties align with the approved grant budget, program plan, and allowable uses of funds for the applicable award or categorical program. The program administrator also reviews staffing assignments to confirm that payroll charges are consistent with actual program benefit.

Supervisor with firsthand knowledge

The employee's supervisor, or another responsible official with firsthand knowledge of the work performed, is responsible for reviewing and signing certifications and for confirming that the documented distribution of activity is reasonable and accurate.

Payroll and finance staff

Payroll and finance staff are responsible for entering payroll distributions into the accounting

system, maintaining supporting records, monitoring receipt of certifications, reconciling payroll charges to actual activity, preparing adjusting journal entries when needed, and retaining documentation in the official business records.

Back-office accounting/fiscal compliance support (Charter Impact)

Back-office accounting/fiscal compliance support is responsible for periodic monitoring of compliance, follow-up on missing or incomplete certifications, review of payroll coding accuracy, and escalation of unresolved issues to management.

PROCEDURES

Assignment of cost objectives

Before payroll is charged to a federal award or categorical program, the finance, program and people support staff shall identify the specific funding source and cost objective or multiple cost objectives associated with the employee's assignment. The cost objective description must be sufficiently specific to describe the actual programmatic activity being supported, should match the budget, staffing plan, grant application, and object and funding code structure.

Examples of cost objective descriptions include:

- Title I - Small Group Instruction / Classroom Intervention in core subjects.
- Title III - Multilingual Learner Curriculum Development and Coordination.
- IDEA - Special Education Services.
- Schoolwide Academic Intervention Support.
- CSP – Growth & expansion (non-instructional system setup, specialized non-core staff building out infrastructure), planning phase (essential teaching staff and curriculum development), principal & school leader building out school's structural foundation

If an employee works on only one cost objective for the period, that employee will be documented using a single cost objective certification format. If an employee works on more than one cost objective, the employee's compensation must be supported by documentation showing the distribution of total compensated activity across the applicable cost objectives.

Initial payroll charging

Payroll will initially be charged based on approved staffing assignments and budgeted distributions when the assignments reasonably reflect expected work. The initial payroll setup must be reviewed by people support, finance and program staff before payroll is processed.

No payroll distribution may be established without documentation from people support for the funding source, assigned cost objective, and identification of the supervisor responsible for validating those objectives.

Time and effort documentation requirements

For every employee whose salary or wages are charged in whole or in part to a federal award, the organization shall obtain after-the-fact time and effort documentation that:

- Reflects the total activity for which the employee is compensated.
- Accounts for all compensated activities and total 100 percent of the employees' work for the period.
- Identifies the applicable funding source or cost objective, or the percentage distribution across multiple cost objectives.
- Is completed after the work has been performed.
- Is signed by the employee or by a supervisory official having firsthand knowledge of the work performed, consistent with organizational practice.

The certification period is semi-annual with reporting period being July to December and January to June. The certification dates shall be on or before January 31 and July 31 of every fiscal year provided the records are prepared timely and support the salary and wage charges made to the funding source.

Review and approval process

The following establishes the review process:

1. The finance staff completes the certification after the end of the reporting period.
2. The employee reviews the listed cost objective and effort distribution for accuracy.
3. The supervisor and responsible official reviews the certification to confirm that it reflects actual work performed.
4. Finance or payroll staff review the certification for completeness, including period covered, signatures, dates, funding source identification, and accuracy.
5. Incomplete, unsigned, or inconsistent certifications are returned for correction.

Certifications may not be approved in blank, pre-signed, or completed in advance of the work period.

Monitoring to ensure certifications are received

The Finance Department, in coordination with payroll and fiscal compliance staff, shall maintain a tracking log of all employees requiring time and effort certifications. The log shall identify:

- Employee name.
- Position title.
- Funding source or program.
- Reporting period.

- Due date.
- Date received.
- Reviewer.
- Status of any follow-up.

Monitoring shall occur semiannually in the month when certifications are due (January and July) during active certification collection periods and at fiscal year-end for final verification. The Finance staff shall review the tracking log and follow up on missing certifications.

If a certification is missing after the due date:

- A reminder is issued to all parties involved; the employee, their supervisor, and people support.
- A second follow-up is issued if the item remains outstanding after one week.
- The issue is escalated to the site leader and finance leadership if not resolved timely.
- Salary charges are reviewed for possible reclassification if adequate support cannot be obtained.

Reconciliation of payroll to actual activity

Finance, people support and payroll staff shall compare monthly payroll distributions to actual staffing assignments prior to finalizing certifications, to ensure the time and effort are accurately reflected. When the payroll documentation indicates a discrepancy in actual payroll charges vs. staffing assignments and actual work performed, finance staff shall review, research, reconcile and prepare and post an adjusting journal entry or payroll reallocation to correct the distribution.

Corrections shall be made promptly after identification and documented with:

- The reason for the adjustment.
- The period affected.
- The object and resource codes and funding sources impacted.
- Approval by authorized finance personnel.

If adequate after-the-fact support cannot be obtained for amounts charged to a federal program, the unsupported amount shall be removed from the federal award and charged to an allowable non-federal funding source.

Year-end verification

At fiscal year-end, finance staff shall perform a final review of federally funded salary and wage charges to confirm that:

- Required certifications were received for all affected employees.
- Payroll distributions align to completed certifications.

- All adjustments needed were recorded.
- Documentation is complete and retained in the official records.

A certification or assurance may be prepared for management, affirming that all required time and effort certifications were completed and that salaries and wages were appropriately charged for the year.

Record retention

Time and effort certifications, payroll registers, tracking logs, adjusting journal entries, reconciliation workpapers, and related correspondence shall be retained in accordance with the Navigator's records retention policy and any applicable federal or state retention requirements. These records shall be maintained as part of the official business records and made available for audit, monitoring, and program and management review.

Training and communication

Finance staff, school leaders, program managers, and employees with federally funded assignments shall receive periodic guidance on these procedures, including expectations for identifying cost objectives, completing certifications, and submitting documentation on time. Training shall be provided when procedures are first implemented and when material changes occur.

Ongoing oversight and continuous improvement

Management shall periodically review the effectiveness of these procedures as part of broader fiscal oversight and internal control monitoring. Updates may be made to strengthen compliance, improve segregation of duties, standardize documentation, and address audit or monitoring recommendations. Navigator's broader fiscal oversight improvements, including engagement of outside accounting expertise, strengthened governance policies, and added oversight structures, provide organizational support for sustaining these controls.

Effective date

These procedures are effective as of June 15, 2026, and apply to current and future salary and wage charges to federal awards, categorical programs, and cost objectives unless superseded by a revised written procedure.

MusickPeeler

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LOS ANGELES
ORANGE COUNTY
SAN DIEGO
SAN FRANCISCO
VENTURA COUNTY
CHARLOTTESVILLE, VIRGINIA
WASHINGTON, D.C.

August 26, 2026

Navigator Schools
Attn: Malka Borrego, Interim CEO
650 San Benito St, Suite 230
Hollister, CA 95023

Re: Engagement of Musick Peeler & Garrett LLP
Advanced Deposit Waived

Dear Ms. Borrego:

1. The purpose of this correspondence is to set forth the terms by which Musick, Peeler & Garrett LLP, a Limited Liability Partnership ("MP&G"), will represent Navigator Schools ("the Client"). It is necessary that you return a signed copy to us.

2. MP&G and the Client agree as set forth below.

SERVICES TO BE PROVIDED BY MP&G

3. As of August 26, 2026, MP&G has been engaged to provide legal services reasonably required to advise and represent the Client with respect to the refinancing of its indebtedness. If other matters are undertaken on behalf of the Client, they shall be addressed in separate engagement letters.

4. In order to enable MP&G effectively to render legal services, it is critical that the Client disclose all material facts to MP&G and keep MP&G apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MP&G in the matter and make himself, herself or its representatives reasonably available to attend necessary meetings, court appearances or other proceedings.

FEES

5. As compensation for the services to be performed by MP&G pursuant to paragraphs 3 and 4 above, the Client will be required to pay fees to MP&G at the following basic hourly rates.

Partners	$400.00 to $975.00
Associates	$325.00 to $580.00
Paralegals & eDiscovery Professionals	$175.00 to $435.00
Document Clerks	$215.00

The Client agrees that fees will be charged for electronic data and eDiscovery professional services required to manage electronically stored information ("ESI"). These services will be performed by attorneys, paralegals, or specialized eDiscovery personnel and billed at their applicable hourly rates as set forth in Paragraph 5. Such services include, but are not limited to: project management; coordinating data collection, ingestion, and quality control; configuring search and review environments; consulting on search term development and application; and preparing and validating data productions.

6. All hourly rates are billed in minimum increments of one-tenth (1/10th) of an hour. The current rate for the attorneys assigned primary responsibility for the described representation, Brian L. Holman, is $700.00, and Gary L. Wollberg, is $592.00.

7. MP&G hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the employment; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MP&G will provide the Client notice of such adjustment(s) by way of separate letter or by way of its billing invoices, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter or billing invoice. Although MP&G will bill the client at the rates and on the hourly basis described herein, MP&G also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and the results obtained.

8. All time spent in connection with the described representation by the legal personnel designated by MP&G to handle the same shall be billed to the Client in accordance with paragraphs 5 through 7. Such time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the described representation. MP&G shall assign legal personnel to the described representation in MP&G's reasonable judgment, unless the Client directs otherwise in writing.

COSTS AND EXPENSES

9. The Client shall pay MP&G, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MP&G and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger

and other delivery fees, postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals, and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MP&G reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed one thousand dollars ($1,000.00).

In addition to the costs described above, the Client shall pay all costs associated with the hosting and technical processing of ESI. These costs are separate from and in addition to professional fees and other costs and will be itemized on MP&G's monthly invoices. The fees include, without limitation:

- **Data Hosting**: Charges for the storage of ESI on MP&G's systems and designated eDiscovery platform, billed monthly on a per-gigabyte basis according to MP&G's current ESI Rate Schedule.

- **Data Processing**: Any per-gigabyte or other one-time charges associated with initial data ingestion, processing, or specialized production formats.

The ESI Rate Schedule is attached hereto or will be provided separately and is incorporated by reference into this Agreement. MP&G reserves the right to update the ESI Rate Schedule annually and the Client will receive notification of such updates via its regular account statement. Unless the Client objects in writing within thirty (30) days following receipt of such statement, the Client will be deemed to have approved the updated ESI Rate Schedule.

BILLINGS

10. MP&G will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MP&G's billings upon receipt and, within thirty (30) days thereof, bring to MP&G's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers or its failure to timely review the bills and timely bring any objections to MP&G's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of the billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will not be separately stated unless the Client so requests in writing within thirty (30) days after the date of the billings.

11. If MP&G's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MP&G reserves the right to charge and the Client agrees to pay simple interest at a rate of ten percent (10%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MP&G.

DISCLAIMER

12. MP&G has made no promises or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MP&G may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MP&G anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MP&G or the Client.

TERMINATION OF SERVICES

13. The Client shall have the right, at any time, to terminate MP&G's services upon written notice to MP&G and MP&G shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

14. Similarly, MP&G shall have the right to terminate this representation and the Client shall take all steps necessary to free MP&G of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MP&G's discharge or withdrawal. The right of MP&G hereunder is in addition to those created by statute or recognized by Rules of Professional Conduct.

ARBITRATION

15. Any dispute between the parties to this Agreement regarding attorneys' fees and/or costs charged by MP&G shall be resolved as follows: if a fees and/or costs dispute arises, MP&G will provide the Client with written notice of the Client's right to arbitrate under Sections 6200, *et seq.* of the California Business and Professions Code. The Client and MP&G may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved in another manner. Parties to any arbitration proceeding shall have the right to discovery as provided under Sections 2016, *et seq.* of the California Code of Civil Procedure and the parties hereto agree that in the event of an arbitration, any dispute as to discovery shall be determined by the arbitrator.

16. The Client and MP&G agree that this letter constitutes the entire agreement between them regarding the representation described herein and that this letter

MusickPeeler

supersedes any and all other agreements, understandings, negotiations or discussions (whether oral or in writing or expressed or implied) between them regarding the referenced representation. The Client and MP&G agree that the terms of this letter agreement cannot be amended, revised or modified except by a writing signed by both the Client and MP&G.

CONCLUSION

17. If this Agreement is acceptable, please sign the Agreement in the space provided and return it to us. Please be advised that both MP&G and the Client are entitled to a signed original of the Agreement.

Very truly yours,

Gary L. Wollberg
for MUSICK, PEELER & GARRETT LLP

AGREED AND ACCEPTED:

NAVIGATOR SCHOOLS,
a California nonprofit public benefit corporation

Date: 8/31/2026

By: _____
Malka Borrego
Its: Interim Chief Executive Officer

EDTHEORY
JOBS - TRANSFORMED - FOREVER

6701 Koll Center
Parkway, Suite #250,
Pleasanton, CA 94566
Phone: (925) 500-8383

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered on **7/13/2026** between **EdTheory LLC.** ("Provider"), with its principal place of business located at **6701 Koll Center Parkway # 250, Pleasanton, CA 94566** and **Navigator Schools** ("Client"), with its principal place of business located at **650 San Benito St., Suite 230 Hollister, CA 95023.**

WHERE AS, Provider is engaged in the business of providing personnel for the performance of certain specified services ("Services").

WHERE AS, Client wishes to retain Provider to provide Services to Client in connection with the project or projects set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference, and Provider wishes to be so engaged.

NOW, THEREFORE, Provider and Client agree as follows:

1. **Scope of Services**

Provider shall use reasonable efforts to provide the Services and provide certain personnel (the "Supplied Personnel") to perform the work (the "Work") described in Exhibit A: Statement of Work ("Statement of Work") for Client in accordance with the terms and conditions of this Agreement.

2. **Price and Payment Terms**

A. Client will pay Provider for the Services and Supplied Personnel at the rates set forth in the Statement of Work and will also pay any additional costs or fees set forth in this Agreement. Provider will invoice Client for services provided under this Agreement on a monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Supplied Personnel. Client's signature or other agreed method of approval of the work time submitted for Supplied Personnel certifies that the documented hours are correct and authorizes Provider to bill Client for those hours. If a portion of any invoice is disputed, Client will pay the undisputed portion.

B. All invoices are due on receipt and shall be considered past due if no payment is received within (thirty) 30 days of receipt of the invoice. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client.

C. Supplied Personnel are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Provider will charge Client special rates for premium work time only when Supplied Personnel's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Supplied Personnel to work such premium work time. Client's special billing rate for premium

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6701 Koll Center
Parkway, Suite #250,
Pleasanton, CA 94566
Phone: (925) 500-8383

hours will be the same multiple of the regular billing rate as Provider is required to apply to the Supplied Personnel's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, Client will be billed at 150% of the regular bill rate.)

3. **Relationship of the Parties**

A. The Supplied Personnel are employees of the Provider. The provider is, for example, responsible for withholdings and payment of any applicable local, state or federal payroll taxes, and payment for workers' compensation protection. The provider will indemnify and hold the Client harmless against any claims made or brought by Supplied Personnel, government or taxing authority relating to such payments or withholdings.

B. Provider's performance of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

4. Term and Termination

Unless terminated as provided herein, this Agreement shall in effect for a period of two (2) years and terminate upon completion of the Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all the Work performed up to the date of termination. Either party may terminate this Agreement for material breach upon twenty-four (24) hours' written notice. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

5. Ownership

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, models, work in progress, deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Provider alone or with others which result from the Services performed hereunder. However, "Work Product" shall not include IEP's, information contained in IEP's and assessments on individual students. Provider and Client agree that Provider owns all rights, title and interest in and to the Work Product. Provider's rights under this Section will include, but not be limited to: (i) all copies of the Work Product, in whole or in part; (ii) all intellectual property rights in the Work Product, including patent, copyright, trade secret, trademark and other proprietary rights; and (iii) all modifications to, and derivative works based upon, the Work Product, including but not limited to any corrections, enhancements, derivative works, updates or other modifications, including custom modifications, whether made by Client or any third party.

6. Provider's Proprietary Information; Confidentiality

A. Provider possesses and will possess certain Provider Proprietary Information which is important to its business. For purposes of this Agreement, "Provider Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of Provider, or which became or will become known by, or was or is conveyed to Provider, which has commercial value in Provider's business. "Provider Proprietary Information" includes, but is not limited to, Services, all information related to Provider products or services, including, without limitation, trade secrets, inventions

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(whether or not patentable), techniques, data, databases, know-how, processes, algorithms, computer code, software design and architecture, schematics, forecasts, strategies, ideas, customer and product development plans, names and expertise of employees and consultants, and all other technical, business, financial and confidential information which is received in confidence by or for Provider from any other person. Client understands that this Agreement creates a relationship of confidence and trust between Client and Provider with respect to Provider Proprietary Information.

B. Provider possesses or will possess "Provider Materials" which are important to its business. For purposes of this Agreement, "Provider Materials" are documents or other media or tangible items that contain or embody Provider Proprietary Information or any other information concerning the business, operations or plans of Provider, whether such documents have been prepared by Provider or by others. "Provider Materials" include, but are not limited to, drawings, photographs, charts, graphs, notebooks, customer or client lists, information relating to the salary, compensation or qualifications of employees or consultants, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

C. All Provider Proprietary Information and all rights, title and interest in and to all patents, patent rights, copyrights, trade secret rights and other intellectual property and rights anywhere in the world (collectively "Provider Rights") in connection therewith shall be the sole property of Provider.

D. Except as expressly allowed under this Agreement, at all times, both during term of this Agreement and after its termination, Client agrees (a) to hold the Provider Proprietary Information in strict confidence as a fiduciary and to take all precautions Client employs with respect to its most confidential materials, but no less than reasonable precautions, to protect such Provider Proprietary Information, (b) not to disclose any such Provider Proprietary Information, or any information derived there from except to those employees or consultants that have a "legitimate need to know" and are similarly bound in writing, (c) not to make any use whatsoever at any time of such Provider Proprietary Information except for the sole business purpose approved by Provider in writing, and (d) not to copy, reverse engineer, reverse compile or attempt to derive the composition or underlying information, structure or ideas of any Provider Proprietary Information.

E. Without granting Client any right or license, the foregoing shall not apply with respect to information that Client can document (i) was rightfully in Client's possession without an obligation of confidentiality, as evidenced by written documentation, prior to receipt thereof from Provider; (ii) is or hereafter becomes, through no act or failure to act on Client's part, generally known on a non-confidential basis in the relevant industry; (iii) is furnished to Client by a third party as a matter of right without restriction on disclosure; or (iv) is independently developed by Client without use of or reference to Provider Proprietary Information. Client may make disclosures required by court order provided Client uses its best efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed Provider to participate in the proceeding.

F. All Provider Materials shall be the sole property of Provider. Client agrees that during the term of this Agreement, Client will not remove any Provider Materials from Client's business premises or deliver any Provider Materials to any person or entity outside of Client or Provider, except as required in connection with this Agreement. Client further agrees that, immediately upon the termination of this Agreement by Client or by Provider for any reason, or during the term of this Agreement, if so requested by Provider at any time, Client will immediately cease all use of and promptly return all Proprietary Information, Provider Materials, all documents or media containing any Proprietary Information, and any and all copies and extracts thereof, excepting only that information or material (i) expressly allowed by Provider hereunder, (ii) previously distributed by Client with Provider's prior written consent; and (iii) distributed generally to the public by Provider.

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G. All Proprietary Information which the Provider makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during the term of the Agreement shall be the sole property of Provider to the maximum extent permitted by law. Provider shall be the sole owner of all Provider Rights in connection therewith.

H. Client will promptly notify Provider of any unauthorized release of Provider Proprietary Information. Client acknowledges and agrees that due to the unique nature of the Provider Proprietary Information, there can be no adequate remedy at law for any breach of Client's obligations hereunder, that any such breach may allow Client or third parties to unfairly compete with Provider resulting in irreparable harm to Provider, and therefore, that upon any such breach or any threat thereof, Provider shall be entitled to appropriate equitable relief in addition to all other remedies available at law and to be indemnified by Client from any loss or harm, including, without limitation, attorneys' fees in connection with any breach or enforcement of Client's obligations hereunder or the unauthorized use or release of any such Provider Proprietary Information.

I. Client's obligations under this Provision 6 shall continue in effect after termination of the Agreement, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on Client's part.

7. Limitation of Liability

A. The Client shall indemnify, hold harmless, and defend the Provider, their officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorney's fees arising out of or resulting from District's agents or employees under this agreement. Provider shall indemnify hold harmless, and defend District, their officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable cost and attorney's fees, arising out of or resulting from Provider's agents or employees under this agreement.

8. Non-Solicitation of Employees and/or Subcontractors.

A. Except as may be otherwise agreed in writing by the Client and Provider, during the term of this Agreement and for twelve (12) months thereafter, Client shall not offer employment to or employ, either directly or indirectly, whether as an independent contractor, consultant, employee or otherwise, any individual who is or was during the validity of the Agreement and the preceding 12 months, an employee of Provider, or was involved in the performance of this Agreement. In the event of a breach of any provision in this clause, Provider shall have the right, without limiting any other remedies available to it under the law, to seek an injunction, in any court having jurisdiction, enjoining Client from continuing its breach.

B. It is acknowledged that solicitation by Client of any of Provider's employees or subcontractors will cause Provider to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Provider of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such solicitation, Client agrees that liquidated damages may be assessed and recovered by Provider as against Client, in the event of wrongful solicitation and without Provider being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Client shall be liable to Provider for payment of liquidated damages in the amount of Twenty Thousand Dollars ($20,000) for each employee or subcontractor wrongfully solicited by Client. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Client shall pay them to Provider without limiting Provider's right to terminate this Agreement for breach as provided elsewhere herein.

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9. Terms of Buy out

Notwithstanding anything contained in Provision 8, in the event the Client and the Supplied Personnel agree to enter into a direct employment, the Client may not directly hire the Supplied Personnel without the consent of EdTheory. The Client agrees to pay a professional fee equivalent to 20 % of the Supplied Personnel's annual salary for permanent placement of the Supplied Personnel (SLP, OT, PT and all related discipline). This fee will be invoiced only upon an offer by the Client and an acceptance by the Supplied Personnel, after which EdTheory shall release any future financial obligations that the Client owes them regarding that specific Supplied Personnel.

10. Arbitration

The Provider and Client agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or alleged breach of this Agreement shall be settled and determined solely and exclusively by arbitration to be held in the County of Santa Clara, State of California, and to be administered by the Judicial Arbitration and Mediation Service ("JAMS") in accordance with the JAMS Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator who shall be appointed by agreement of the Parties or, if no agreement can be reached, by JAMS pursuant to its rules. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive, and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Provider and Client shall each pay one-half of the costs and expenses of such arbitration, and the Provider and Client shall each pay its own attorneys' fees and expenses. However, the arbitrator shall award reasonable attorneys' fees and costs to the prevailing Party in the arbitration. Nothing in this section is intended to prevent either party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

11. Miscellaneous

11.1 Governing Laws: It is the intention of the parties hereto that the internal laws of the State of California (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

11.2 Binding upon Successors and Assigns: Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

11.3 Severability: If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

11.4 Entire Agreement: This Agreement, the exhibits hereto, the documents referenced herein, and the exhibits thereto, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto and thereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

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11.5 Amendment and Waivers: Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof or default in the performance hereof shall not be deemed to constitute a waiver of any other breach or default or any succeeding breach or default.

11.6 No Waiver: The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

11.7 Attorneys' Fees: Should an action be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining if a party is entitled to recover costs or attorneys' fees.

11.8 Notices: Whenever any party hereto desires or is required to give any notice, demand, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed, United States certified mail, postage prepaid, addressed as follows:

EdTheory, LLC.	6701, Koll Center Parkway Suite # 250 Pleasanton, CA 94566 Fax: (800) 613-2977 Attn: Marvel Philip (Chief Executive Officer)
Navigator Schools	650 San Benito St., Suite 230 Hollister, CA 95023 Attn: Kris Saavedra

Such communications shall be effective when they are received by the addressee thereof; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the United States mail. Any party may change its address for such communications by giving notice thereof to the other party in conformity with this Section.

11.9 Further Assurances: Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by any other party to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

11.10 Construction of Agreement: This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof shall not be construed for or against any party. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

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11.11 Client's Representations: Client represents and warrants that it is free to enter into this Agreement and to perform each of the terms and covenants of it. Client represents and warrants that it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and that its execution and performance of this Agreement is not a violation or breach of any other agreement between the Client and any other person or entity.

11.12 Advice of Counsel: EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

11.13 Force Majeure: Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

11.14 Counterparts: This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

PROVIDER: EDTHEORY, LLC	**CLIENT: Navigator Schools**
Signature:	Signature:
Name: Marvel Philip	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

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EXHIBIT A: STATEMENT OF WORK

1.0 Statement of Work

Provider agrees to provide California Credentialed Special Education Teachers, State licensed Speech Language Pathologists, Occupational, Physical Therapists (hereinafter referred to as "SpEd" "SLPs", "OTs" & "PTs") to Client as requested by Client. Any Special Education Teachers, SLPs, OTs & PTs provided will hold and maintain appropriate registration, credentials and licensure to practice in the state. Evidence of registration, credentials and licensure will be provided to Client by provided upon commencement of the Work. Provider also agrees to provide supervision for its Clinical Fellows ("RPE-CFs").

Providers SpEd Teachers, SLPs, OTs, PTs & CFs will provide therapy services in compliance with applicable state and federal regulations and in accordance with Client's policies, procedures, rules and regulations. Client will inform provider and the SpEd Teachers, SLPs, OTs, PTs & CFs of Client's policies, procedures, rules and regulations prior to commencement of the Work.

Client shall notify Provider immediately and in writing of any Special Education Teachers, SLP's, OT's, PT's or CF's failure to comply with any state or federal regulations or of Client's appropriate policies, procedures, rules and regulations.

SpEd Teachers, SLPs, OTs, PTs and RPE-CFs shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and Client's policies, procedures, rules and regulations.

2.0 Hourly Billing Rates

Client will pay Provider for the Services rendered pursuant to this Agreement at the hourly rate as follows:

Speech Language Pathologist - Monolingual ($120.00) Bilingual ($122.00)
Speech Language Pathology Assistant - Monolingual ($84.00) Bilingual ($86.00)
Augmentative and Alternative Communication Specialist (AAC) - $130.00
School Psychologist - Monolingual ($135.00) Bilingual ($137.00)
Special Education Teacher - $115.00
Adapted Physical Education - $110.00
Occupational Therapist - $115.00
Certified Occupational Therapy Assistant - $82.00
Physical Therapist - $117.00
Physical Therapy Assistant - $82.00
Board Certified Behavior Analyst (BCBA) - $135.00
Certified School Nurse/ Registered Nurse - $105.00
Licensed Vocational Nurse (LVN) - $78.00
Registered Behavior Technician (RBT) - $75.00
Instructional Assistant (IA) - $56.00

3.0 Special Conditions: N/A

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PROVIDER: EDTHEORY, LLC	**CLIENT: Navigator Schools**
Signature:	Malka Borrego Malka Borrego (Sep 10, 2026 20:01:49 PDT) Signature:
Name: Marvel Philip	Name: Malka Borrego
Title: Chief Executive Officer	Title: Interim CEO
Date:	Date: 09/10/26

EdTheory LLC- Master Services Agreement - Navigator Schools (2)

Final Audit Report 2026-09-11

Created:	2026-09-09
By:	Kris Saavedra (kris.saavedra@navigatorschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzlywsDT20nFKZlEbzSd1P0kXCIdDqnnD

"EdTheory LLC- Master Services Agreement - Navigator Schools (2)" History

Document created by Kris Saavedra (kris.saavedra@navigatorschools.org)
2026-09-09 - 3:40:49 PM GMT

Document emailed to Malka Borrego (malka.borrego@navigatorschools.org) for signature
2026-09-09 - 3:40:56 PM GMT

Email viewed by Malka Borrego (malka.borrego@navigatorschools.org)
2026-09-09 - 3:55:10 PM GMT

Email viewed by Malka Borrego (malka.borrego@navigatorschools.org)
2026-09-11 - 3:01:14 AM GMT

Document e-signed by Malka Borrego (malka.borrego@navigatorschools.org)
Signature Date: 2026-09-11 - 3:01:49 AM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-11 - 3:01:49 AM GMT

Adobe Acrobat Sign

Watsonville Yoga
Dance and Healing Arts

AGREEMENT BETWEEN

Watsonville Yoga, Dance and Healing Arts and

Navigator Schools / Watsonville Prep School

Watsonville Yoga, Dance and Healing Arts (herein referred to as “Contractor”) agrees to facilitate movement arts classes for Navigator Schools at Watsonville Prep School. This agreement is made effective on September 14, 2026.

Description of Services

The classes will be provided by employees of Watsonville Yoga. Services will commence on Monday, September 21, 2026 and end on the date of Friday June 12, 2027. Services and will be provided as follows:

Capoeira, African Drumming, Martial Arts, Zumba!, Lyrical Hip Hop Poetry

Monday 2 hrs - Arnaud Loubayi, African drumming
Tuesday - Jean Kinzonzi, African Drumming
Wednesday - Isaac Collins, Lyrical Hip Hop Poetry and Moises Reyes Capoeira, 4 hr each
Thurs Silvia Ponce, Zumba
Fri - Bryn Evans, Capoeira

Actual start dates will be determined by the coordinators at Watsonville Prep, upon completion of the MoU and employee fingerprinting process.

Location of Service

Classes will be provided at Navigator School’s Watsonville Prep elementary and middle school campuses at 407 Main Street in Watsonville, California.

Watsonville Yoga, Dance and Healing Arts 734 East Lake, #19, Watsonville, CA 95076

Insurance / Indemnification

Liability insurance will be provided by the Contractor, with Navigator Schools / Watsonville Prep School listed as additional insured. A Certificate of Insurance naming “Navigator Schools” as the additional insured will be provided by the Contractor to Navigator School. Contractor shall indemnify and hold Navigator Schools harmless from any all claims, demands, fees, causes of action, or other losses (including reasonable attorney’s fees) for any acts or omissions associated with the performance of services under this agreement.

Other:

Contractor will provide all necessary props for instruction.

Contractor’s employees agree to be livescan fingerprinted for Navigator Schools / Watsonville Prep School. Contractor agrees to date, sign, and return the attached Exhibit A to Navigator Schools.

Compensation

Total instructional hours for Mondays = 52, @ $100/hr = $5200
Total instructional hours for Tuesdays = 66, @ $100/hr = $6600
Total instructional hours for Wednesdays = 384, @ $100/hr = $38,400
Total instructional hours for Thursdays = 66, @ $100/hr = $6600
Total instructional hours for Fridays = 66, @ $100/hr = $6600

Total instructional hours for school year 2026-27: 634
Total proposed budget for school year 2026-27 = $63,400

Additional reimbursable cost for the required livescan fingerprinting, to be fully reimbursed to Contractor for 4 employees will be included in the contract total amount.

Invoices for contractor services will be sent monthly on the 25th day of the month of service completion. Contractor requests to be paid within Net 15 days from the date of the invoice.

Watsonville Yoga, Dance and Healing Arts 734 East Lake, #19, Watsonville, CA 95076

Watsonville Yoga
Dance and Healing Arts

Cancellation policy

No refunds will be made for cancellations by Watsonville Prep after the signing of this Memorandum. In the event of an emergency, Watsonville Yoga guarantees a substitute instructor for the services described herein.

Governing Law

This agreement shall be governed by the laws of the State of California.

The parties agree that signatures may be exchanged by scan/email. If Navigator Schools / Watsonville Prep School is in agreement with this Memorandum of Understanding, please sign and return it to Phoenix Artemisia at your earliest convenience by email to: wydha.info@gmail.com

Navigator School Representative Signature:

Title: _____

Address: _____

Date: _____

Contractor's signature:

Title: _____

Date: _____

Prepared by Watsonville Yoga, Dance and Healing Arts Owner, Phoenix Artemisia on _September 10, 2026__

Watsonville Yoga, Dance and Healing Arts 734 East Lake, #19, Watsonville, CA 95076

TRANSITIONAL KINDERGARTEN (TK) POLICY

Navigator Schools is committed to providing educational instruction to all students. The CEO or designee shall ensure that Navigator Schools provides a non-discriminatory and equal enrollment process for students of Transitional Kindergarten and Kindergarten age, in compliance with current state requirements.

Pursuant to EC 48000(a), a child is eligible for kindergarten if they will have their 5th birthday by September 1. Pursuant to EC 48000(b), A child having attained the age of five years at any time during the school year with the approval of the parent or guardian, may be admitted to kindergarten subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by School administration and is based on standardized guidelines for academic and developmental readiness for kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

Pursuant to EC 48000(d), Transitional Kindergarten (TK) is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

Navigator Schools' TK program will admit children whose birthday falls within the following:

- In the 2022-23 school year, a student must be five years old between September 2 and February 2;
- In the 2023-24 school year, a student must be five years old between September 2 and April 2;
- In the 2024-25 school year, a student must be five years old between September 2 and June 2;
- In the 2025-26 school year, and each year thereafter, a student who will have had their fourth birthday by September 1.

Navigator Schools' TK program is subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by School administration and is based on standardized guidelines for academic and developmental readiness for transitional kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

ADHERENCE TO ALL NON-DISCRIMINATION LAWS

This policy adheres to all non-discrimination laws and is subject to the same enrollment processes as all otherwise qualified students. Enrollment into Navigator Schools will be consistent with all other enrollment guidelines. In the event that a parent or guardian disagrees with the enrollment or grade level placement recommendations of staff, they may appeal the decision in accordance with the School's complaint procedures.

PROFESSIONAL EXPERIENCE FOR TK TEACHERS

All TK Teachers first assigned to a TK classroom after July 1, 2015 shall have one of the following by August 1, 2025: 1) At least 24 semester units with a grade C or higher in early childhood education, or childhood development, or both; 2) Professional experience in a classroom setting with preschool age children comparable to the 24 units of education described in 1), as determined by the governing board; or 3) Child Development Teacher Permit issued by the Commission on Teacher Credentialing.

The governing board has determined the equivalent professional experience in item 2 above shall constitute either a) 175 days of experience within 4 years as an independent study teacher for at least 1 TK student OR b) 175 days of experience in a TK classroom, preschool classroom, or child care center at 3+ hours per day within 4 years OR 80 hours of TK professional development consisting of 20 hours of TK training courses, 20 hours of TK shadowing, and 40 hours of asynchronous learning/responses within 175 days.

RESOLUTION BR_2026-12

DESIGNATION OF AUTHORIZED REPRESENTATIVES FOR CHARTER SCHOOL FACILITY PROGRAM APPLICATIONS

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, Navigator Schools intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s); and

WHEREAS, the SAB and DGS requires a charter school's Board of Directors to authorize specific individuals to sign and submit information on behalf of the charter school; and

WHEREAS, Navigator Schools understands that the signing and submittal of forms on behalf of the charter school commits the charter school to comply with program requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Navigator Schools Board of Directors authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s). Any previous authorized Representatives not listed below are to be removed from the list of Representatives:

1. MALKA BORREGO
2. JAMES DENT
3. NORA CRIVELLO
4. ANDREW HUARACHA

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting for which a quorum was present on September 14, 2026. The Board Secretary of Navigator Schools certifies that this resolution was adopted at the above dated meeting of the Board of Directors of Navigator Schools.

_____ _____

Tomislav Peraic Date

BOARD RESOLUTION (BR_2026-13)
Signatory Authority for Business and Banking

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools regarding signatory authority for Navigator Schools business and banking:

WHEREAS, Navigator Schools engages in business and banking for the operation of the five California public charter schools under its auspices;

WHEREAS, it is in the best interests of Navigator Schools to identify the individuals with signatory authority for Navigator Schools business and banking.

Now therefore, it is:

RESOLVED, that the following individuals have been authorized by the Navigator Board of Directors for signatory authority for Navigator business and banking:

1. MALKA BORREGO
2. JAMES DENT
3. NORA CRIVELLO
4. ANDREW HUARACHA

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting for which a quorum was present on September 14, 2026, held in Gilroy, Santa Clara County, California.

_____	Tomislav Peraic	_____
Signature of Secretary	Name	Date

HEFFERNAN WALTON
INSURANCE SERVICES

License #0508407

Insurance Proposal for:

Navigator Schools
Charting a new course in education

Presented by: Bob Garza

Rev. June 26, 2026

HEFFERNAN WALTON
INSURANCE SERVICES

COMMERCIAL PROPERTY

Insurance Company	Policy Term
Philadelphia Indemnity Insurance Company AM Best Rating: A++	07/01/2026-07/01/2027

Named Insured

Navigator Schools
Gilroy Prep School
Watsonville Prep School
Hollister Prep School
Navigator Schools Support Corp
407 Main Street LLC
Hayward Collegiate

Locations

1) 277 Ioof Ave., Gilroy CA 95020
2) 881 Line St, Hollister, CA 95023
3) 650 San Benito St Ste 230, Hollister, CA 95023
4) 407 Main St, Watsonville, CA 95076
5) 166 W Harder St, Hayward, CA 94544
6) 18 W Beach St, Watsonville, CA 95076
7) 505 N Tustin Ave Ste 103

Property			2025 Limits	2026 Limits	Deductible
Building	Locs: 1, 2, 4 & 6	Blanket	$26,193,804	$28,318,619	$10,000
Business Personal Property	Locs: 1, 2, 3, 4, 5 6 & 7	Blanket	$4,000,000	$4,100,000	$10,000
Business Income/Extra Expense	Locs: 1, 2, 3, 4, 5 6 & 7	Blanket	$4,250,000	$3,600,000	72 Hours
Earthquake Sprinkler Leakage	Locs: 1, 2, 4, 5 & 6	Blanket	$1,000,000	$1,000,000	$10,000
Equipment Breakdown	Per any one breakdown		$34,443,804	$36,018,619	$10,000

- Please note the 2026 limits include increased building values, as well as the portables and new location that was added during the policy term.
- Business Income Limits were reduced based on Business Income Worksheet on file.

HEFFERNAN WALTON
INSURANCE SERVICES

GENERAL LIABILITY, CRIME & FIDELITY

Insurance Company	Policy Term
Philadelphia Indemnity Insurance Company AM Best Rating: A++	
Travelers Casualty and Surety Company of America AM Best Rating: A++	07/01/2026-07/01/2027

Crime	Limits	Deductible
Money and Securities - Inside	$5,000	$500
Money and Securities - Outside	$5,000	$500
Money Order/Counterfeit Currency	$5,000	$500

General Liability		Limits	Deductible
General Aggregate		$2,000,000	
Products-Completed Operations Aggregate		$2,000,000	
Personal & Advertising Injury		$1,000,000	
Each Occurrence		$1,000,000	
Damage to Leased Premises		$100,000	
Medical Payments		$5,000	
Employee Benefits Liability	Retro date: 07/01/2016	$1,000,000	
Violent Event Response Coverage		$1,000,000	
Sexual/Physical Abuse or Molestation		$1,000,000	
Aggregate		$2,000,000	
Corporal Punishment		Included	

Fidelity - Employee Theft	Limits	Deductible
Employee Theft of Insured's Property	$1,000,000	$2,500

HEFFERNAN WALTON
INSURANCE SERVICES

EDUCATORS LEGAL LIABILITY

Insurance Company	Retro-Date	Term	Limits	Retention
Philadelphia Indemnity Insurance Company				
AM Best Rating: A++		07/01/2026-07/01/2027		

Coverage				
Educators Legal Liability				
Directors & Officers	7/1/2011		$5,000,000	$25,000
		Aggregate	$5,000,000	
Professional Liability	7/1/2011		$5,000,000	$25,000
		Aggregate	$5,000,000	
Employment Practices	7/1/2011		$5,000,000	$25,000
		Aggregate	$5,000,000	
Non-Monetary Defense Expense Ea Claim	7/1/2011		$100,000	$25,000
		Aggregate	$300,000	

**Limits are shared*

HEFFERNAN WALTON
INSURANCE SERVICES

COMMERCIAL AUTO

Insurance Company	Policy Term	Limits	Deductible
Philadelphia Indemnity Insurance Company			
AM Best Rating: A++	07/01/2026-07/01/2027		
Liability (Scheduled, Hired & Non-Owned Autos)		$1,000,000	
Medical Payments (Scheduled)		$5,000	
Uninsured/Underinsured Motorist (Scheduled)		$1,000,000	
Comprehensive (Scheduled, Hired)			$1,000
Collision (Scheduled, Hired)			$1,000
Towing (Scheduled, Per Disablement)		$200	
Collision Rental		$50 Day/30 Days	

Vehicle Schedule

Year/Make/Model	VIN Number	Liability	Medical Payments	Uninsured Motorist	Comp Deductible	Collision Deductible
2023 Ford F150	1FTFW1CP2PKD28196	X	X	X	$ 1,000	$ 1,000

Drivers List

- Fatima Flores
- Pedro Hernandez
- Andrew Leggate
- Christopher Copus

HEFFERNAN WALTON
INSURANCE SERVICES

WORKERS' COMPENSATION

Insurance Company	Policy Term
Insurance Company: The Hartford	07/01/2026-07/01/2027
AM Best Rating: AM Best Rating: A+	

Classification	Code	2025-26 Payroll	2026-27 Payroll	Payroll Change	2024-25 Net Rate	2025-26 Net Rate	2025-26 Premium	2026-27 Premium	Premium Change
Public Colleges or School	8875	$20,750,554	$20,525,068	-1%	0.92	2.02	$188,473	$354,659	88%
	Total Payrolls	$20,750,554	$20,525,068			Total Premium	$188,473	$354,659	

Total Estimated Premium	$	354,659
Mandatory Surcharges & Assessments	$	18,411
Total Estimated Premium	$	373,070

CA 2026 Experience Modification: 163%
CA 2025 Experience Modification: 144%
Experience Mod is Included in the Net Rate Above

Payment Plan

Subject to Final Audit

Comparison			
Net Rate	2025-26	2025-26	Difference
8875	0.92	2.02	119%
X-Mod	144%	163%	14%

Discussion Points

• Increase is premium is due to the increased X-Mod and Loss History. Mod has increased from 101% in 2024 to 163% in 2026. There has been elevated frequency and severity over the past two years specifically, with 64 claims reported and total incurred losses currently at approximately $273,808 with several claims still open.
• Hartford will be involving Risk Engineering post-bind. This will be included as a subjectivity to help strengthen controls, reduce claim frequency, and support safer practices moving forward
• Marketing Results:
- Markel - Declined
- PIE - Declined
- Liberty Mutual - Declined
- Employers - Declined
- Republic Indemnity - Declined
- CHUBB - Declined
- Guard - Declined
- State Fund - Premium Indication $398,293
- AmTrust - Premium Indication $438,486

HEFFERNAN WALTON
INSURANCE SERVICES

CYBER LIABILITY

Insurance Company	Insurance Co.	Policy Term	Limits	Deductible
Philadelphia Indemnity Insurance Company				
AM Best Rating: A++		07/01/2026-07/01/2027		
Aggregate Limit of Liability			**$1,000,000**	**$10,000**
Loss of Digital Assets			$250,000	$10,000
Non-Physical Business Interruption and Extra Expense			$250,000	24 Hours
Cyber Extortion Threat			$1,000,000	$10,000
Security Event Costs			$500,000	$10,000
Network Security and Privacy Liability Coverage			$1,000,000	$10,000
Employee Privacy Liability Coverage			$1,000,000	$10,000
Electronic Media Liability Coverage			$1,000,000	$10,000
Cyber Terrorism Coverage			$1,000,000	$10,000/24 Hours
Claims Made Retroactive Dates				
Network Security and Privacy Liability Coverage		7/1/2016		
Employee Privacy Liability Coverage		7/1/2016		
Electronic Media Liability Coverage		7/1/2016		

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HEFFERNAN WALTON
INSURANCE SERVICES

STUDENT ACCIDENT

Insurance Company	Policy Term
Hartford Life and Accident Insurance Company AM Best Rating: A+	07/01/2026-07/01/2027

Insured Person: Any person who is a registered student and/or volunteer of the Policyholder.
Covered Activities: (a) participating in, attending or preparing for Policyholder-sponsored activities while on the premises of designated by and under the direct supervision of the Policyholder, or
(b) traveling with a group in connection with such activities under the direct supervision of the Policyholder.

	Limits	Deductible
Accidental Death/Dismemberment Benefits – Principal Sum	$25,000	$100
Accident Medical Expense Benefits – Maximum Benefit	$50,000	$100
Maximum Dental Limit	$250	

**Coverage is Excess*

HEFFERNAN WALTON
INSURANCE SERVICES

UMBRELLA & EXCESS LIABILITY

Coverages	Insurance Co.	Policy Term	Limits	Retention
Umbrella Liability Excess	Philadelphia Indemnity Insurance Company	7/1/2026-7/1/2027	$5,000,000	$10,000
Excess General Liability ($5M X Primary)	Houston Specialty Insurance Company ** Abuse is EXCLUDED on this quote*	7/1/2026-7/1/2027	$5,000,000	$0
Excess General Liability ($5M X $10M)	Evanston Insurance Company ** Abuse is EXCLUDED on this quote*	7/1/2026-7/1/2027	$5,000,000	$0
Excess General Liability ($3M X $15M)	AXIS Surplus Insurance Company ** Abuse is EXCLUDED on this quote*	7/1/2026-7/1/2027	$3,000,000	$0
Excess Sexual Misconduct ($9M)	Miller/Lloyd's Of London	7/1/2026-7/1/2027	$9,000,000	$0
Excess Educators Legal Liability ($5M X Primary)	Atlantic Specialty Insurance Company ** EPLI is EXCLUDED on this quote*	7/1/2026-7/1/2027	$5,000,000	$0
Excess Educators Legal Liability ($5M X $10M)	RSUI Indemnity Company ** EPLI is EXCLUDED on this quote*	7/1/2026-7/1/2027	$5,000,000	$0

Schedule of Underlying

Philadelphia Indemnity Insurance Company - General Liability		7/1/2026-7/1/2027	$2,000,000	Aggregate
			$2,000,000	Prod/Compl Aggregate
			$1,000,000	Personal & Advertising
			$1,000,000	Ea Occurrence Ea
Philadelphia Indemnity Insurance Company - Auto Liability Philadelphia		7/1/2026-7/1/2027	$1,000,000	Accident
Indemnity Insurance Company - Employee Benefits		7/1/2026-7/1/2027	$1,000,000	Ea Claim
			$1,000,000	Aggregate
Philadelphia Indemnity Insurance Company - Abuse or Molestation		7/1/2026-7/1/2027	$1,000,000	Ea Abusive Conduct
	www.nsopw.gov/		$2,000,000	Aggregate
The Hartford - Workers Compensation		7/1/2026-7/1/2027	$1,000,000	Each Accident
			$1,000,000	Each Employee
			$1,000,000	Policy Limit

Discussion Points & Subjectivities

- The standalone Sexual Misconduct policy offers an additional $9M in abuse coverage over the $6M that Philadelphia is providing to reach the needed $15M per the MOU
- Confirmation criminal background and abuse checks are done on all current and future employees (FT, PT and Contracted and Volunteers). Abuse checks as per national website - https://www.nsopw.gov/
- Confirmation no claims, circumstances, allegations, or incidents of a sexual abuse nature
- Subject to Details on pending Title IX and IEP claims

HEFFERNAN WALTON
INSURANCE SERVICES

PREMIUM SUMMARY

	2025-26	2026-27
*Including Liability, Auto, Property	$155,061	$182,504
Educators Legal	$18,308	$35,249
Including D&O, Professional & Employment Practices Student Accident	$5,951	$5,951
Cyber Liability	$12,509	$12,509
Workers' Compensation	$197,966	$373,070
Umbrella w/$5M Limit	$13,448	$15,993
Fidelity Crime- Employee Theft	N/A	$2,985
Excess General Liability ($5M X Primary Abuse EXCL)	N/A	$25,940.70
Excess General Liability ($5M X $10M Abuse EXCL)	N/A	$26,145
Excess General Liability ($3M X $15M Abuse EXCL)	N/A	$15,827
Excess Sexual Misconduct ($9M)	N/A	$93,523.13
Excess Educators Legal Liability ($5M X Primary EPLI EXCL)	N/A	$9,999
Excess Educators Legal Liability ($5M X $10M EPLI EXCL)	N/A	$15,000
	$403,243	**$814,695.83**

- All Excess quotes are subject to 25% minimum earned premium and 100% earned fees at binding.
- Payment for all Excess quotes is due in full. All remaining policies will be billed directly by the carriers.
- Excess quotes premium shown is assuming declination of terrorism coverage. Terrorism coverage is additional premium.
- The Excess GL quotes add an additional $13M total aggregate over the primary $7M aggregate giving you a total of $20M aggregate to meet the MOU requirement.
- The Excess Abuse quote adds an additional $9M per occurrence over the primary $5M per occurrence giving you a total of $15M per occurrence to meet the MOU requirement.
- The Excess ELL quotes add an additional $10M total aggregate over the primary $5M aggregate giving you a total of $15M aggregate on the D&O/E&O to meet the MOU requirement.
- The Fidelity Crime quote satisfies the MOU requirement of $1M in employee theft coverage.
- Additional signed documents will be needed, and will be sent under separate cover.

Coversheet

Unaudited Actuals and Financial Update

Section: VI. Financial Matters
Item: A. Unaudited Actuals and Financial Update
Purpose: Vote
Submitted by:
Related Material: FY26-GPS-UAR Cert Form.pdf
FY26-GPS-UAR Submission.pdf
FY26-HPS-UAR Cert Form.pdf
FY26-HPS-UAR Submission.pdf
FY26-WPS-UAR Cert Form.pdf
FY26-WPS-UAR Submission.pdf
FY26-HCC-UAR Cert Form.pdf
FY26-HCC-UAR Submission.pdf
FY26-GPS-EPA Final Expenditures.xlsx
FY26-HPS-EPA Final Expenditures.xlsx
FY26-WPS-EPA Final Expenditures.xlsx
FY26-HCC -EPA Final Expenditures.xlsx

Charter School Certification - July 1, 2025 to June 30, 2026

County: Santa Clara

Charter Number: 1278

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Dr. David Toston	**Name:** Kimberly Smith	**Name:** Nick Miller
Title: Superintendent	**Title:** Director of Fiscal Services	**Title:** Charter Impact
Telephone: (408) 453-6500	**Telephone:** 669-205-4082	**Telephone:** 888-474-0322
Email address: dtoston@sccoe.org	**Email address:** kimberly.smith@gilroyunified.org	**Email address:** nmiller@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☒ ***(Selected)*** *This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).*

Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY): 09/08/2026

Printed Name: Malka Borrego

Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Charter School Certification - July 1, 2025 to June 30, 2026

County: Santa Clara

Charter Number: 1278

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Dr. David Toston	**Name:** Kimberly Smith	**Name:** Nick Miller
Title: Superintendent	**Title:** Director of Fiscal Services	**Title:** Charter Impact
Telephone: (408) 453-6500	**Telephone:** 669-205-4082	**Telephone:** 888-474-0322
Email address: dtoston@sccoe.org	**Email address:** kimberly.smith@gilroyunified.org	**Email address:** nmiller@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

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Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY): 09/08/2026

Printed Name: Malka Borrego

Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Alternative Form - July 1, 2025 to June 30, 2026

County: Santa Clara

Charter Number: 1278

This charter school uses the following basis of accounting: (Select one)

(X) ***(Selected)*** *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

( ) (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	3,352,190.00	-	**3,352,190.00**
Education Protection Account State Aid - Current Year	8012	990,165.00	-	**990,165.00**
State Aid - Prior Years	8019	109,517.33	-	**109,517.33**
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,089,170.00	-	**3,089,170.00**
Other LCFF Transfers	8091, 8097			**0.00**
Total, LCFF Sources		**7,541,042.33**	**0.00**	**7,541,042.33**
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	136,034.00	**136,034.00**
Special Education - Federal	8181, 8182	-	94,501.00	**94,501.00**
Child Nutrition - Federal	8220	-	250,383.72	**250,383.72**
Donated Food Commodities	8221	-		**0.00**
Other Federal Revenues	8110, 8260–8299		9,984.07	**9,984.07**
Total, Federal Revenues		**0.00**	**490,902.79**	**490,902.79**
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	529,808.00	**529,808.00**
All Other (AO) State Revenues	StateRevAO	31,583.76	832,932.92	**864,516.68**
Total, Other State Revenues		**31,583.76**	**1,362,740.92**	**1,394,324.68**
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	86,761.87		**86,761.87**
Total, Local Revenues		**86,761.87**	**0.00**	**86,761.87**
5. Total Revenues		**7,659,387.96**	**1,853,643.71**	**9,513,031.67**
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	1,719,943.87	154,974.44	**1,874,918.31**
Certificated Pupil Support Salaries	1200	121,710.65	84,877.22	**206,587.87**

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	454,662.28	53,033.30	**507,695.58**
Other Certificated Salaries	1900			**0.00**
Total, Certificated Salaries		**2,296,316.80**	**292,884.96**	**2,589,201.76**
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	309,915.94	1,177,749.83	**1,487,665.77**
Noncertificated Support Salaries	2200	4,144.00		**4,144.00**
Noncertificated Supervisors' and Administrators' Salaries	2300			**0.00**
Clerical, Technical and Office Salaries	2400	196,724.39		**196,724.39**
Other Noncertificated Salaries	2900	388,520.76	177,857.93	**566,378.69**
Total, Noncertificated Salaries		**899,305.09**	**1,355,607.76**	**2,254,912.85**
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	421,572.17	51,233.16	**472,805.33**
Public Employees' Retirement System (PERS)	3201–3202			**0.00**
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	101,821.26	106,416.76	**208,238.02**
Health and Welfare Benefits	3401–3402	565,867.86	51,914.14	**617,782.00**
Unemployment Insurance	3501–3502	15,527.31	10,691.44	**26,218.75**
Workers' Compensation Insurance	3601–3602	19,363.99		**19,363.99**
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			**0.00**
OPEB, Active Employees	3751–3752			**0.00**
Other Employee Benefits	3901–3902			**0.00**
Total, Employee Benefits		**1,124,152.59**	**220,255.50**	**1,344,408.09**
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100			**0.00**
Books and Other Reference Materials	4200	25,097.34		**25,097.34**
Materials and Supplies	4300	147,595.20	225,075.08	**372,670.28**
Noncapitalized Equipment	4400	54,193.20	8,541.97	**62,735.17**
Food	4700		416,098.23	**416,098.23**
Total, Books and Supplies		**226,885.74**	**649,715.28**	**876,601.02**
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	60,431.61	259,914.71	**320,346.32**
Travel and Conferences	5200	3,866.05	609.60	**4,475.65**
Dues and Memberships	5300	2,440.75	2,000.00	**4,440.75**
Insurance	5400	30,126.45		**30,126.45**
Operations and Housekeeping Services	5500	20,971.13		**20,971.13**
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	126,004.38		**126,004.38**
Transfers of Direct Costs	5700–5799	961,833.00	(961,833.00)	**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	1,459,550.80	33,092.90	**1,492,643.70**
Communications	5900	9,867.58	1,396.00	**11,263.58**
Total, Services and Other Operating Expenditures		**2,675,091.75**	**(664,819.79)**	**2,010,271.96**
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	**0.00**
Buildings and Improvements of Buildings	6200	-	-	**0.00**
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	**0.00**
Equipment	6400	-	-	**0.00**
Equipment Replacement	6500	-	-	**0.00**
Lease Assets	6600	-	-	**0.00**
Subscription Assets	6700	-	-	**0.00**
Depreciation Expense (Accrual basis only)	6900	519,756.06		**519,756.06**
Amortization Expense - Lease Assets (Accrual basis only)	6910			**0.00**
Amortization Expense - Subscription Assets (Accrual basis only)	6920			**0.00**
Total, Capital Outlay		**519,756.06**	**0.00**	**519,756.06**
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			**0.00**
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			**0.00**
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		**0.00**
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			**0.00**
All Other Transfers	7281–7299			**0.00**
Transfers of Indirect Costs	7300–7399			**0.00**
Debt Service:	-	-	-	-
Interest	7438			**0.00**
Principal (For modified accrual basis only)	7439	-	-	**0.00**
Total Debt Service		**0.00**	**0.00**	**0.00**
Total, Other Outgo		**0.00**	**0.00**	**0.00**
8. Total Expenditures		**7,741,508.03**	**1,853,643.71**	**9,595,151.74**
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		**(82,120.07)**	**0.00**	**(82,120.07)**
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			**0.00**
2. Less: Other Uses	7630–7699			**0.00**
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		**0.00**	**0.00**	**0.00**
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		**(82,120.07)**	**0.00**	**(82,120.07)**
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	4,221,675.64		**4,221,675.64**
b. Adjustments/Restatements	9793, 9795	97,526.36		**97,526.36**
c. Adjusted Beginning Fund Balance/Net Position		**4,319,202.00**	**0.00**	**4,319,202.00**
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		**4,237,081.93**	**0.00**	**4,237,081.93**
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	**0.00**
2. Stores (equals Object 9320)	9712	-	-	**0.00**
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	**0.00**
4. All Others	9719	-	-	**0.00**
b. Restricted	9740	-	-	**0.00**
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	**0.00**
2. Other Commitments	9760	-	-	**0.00**
d. Assigned	9780	-	-	**0.00**
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	**0.00**
2. Unassigned/Unappropriated Amount	9790M	-	-	**0.00**
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	6,098,466.25		**6,098,466.25**
b. Restricted Net Position	9797	-		**0.00**
c. Unrestricted Net Position	**9790A**	**(1,861,384.32)**	**0.00**	**(1,861,384.32)**
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			**0.00**
b. Fair Value Adjustment to Cash in County Treasury	9111			**0.00**
c. In Banks	9120	252,220.36		**252,220.36**
d. In Revolving Fund	9130			**0.00**
e. With Fiscal Agent/Trustee	9135			**0.00**
f. Collections Awaiting Deposit	9140			**0.00**
2. Investments	9150			**0.00**
3. Accounts Receivable	9200	899.00		**899.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	1,232,980.50		**1,232,980.50**
5. Stores	9320			**0.00**
6. Prepaid Expenditures (Expenses)	9330	18,268.69		**18,268.69**
7. Other Current Assets	9340	1,848.00		**1,848.00**
8. Lease Receivable	9380	114,044.28		**114,044.28**
9. Capital Assets (accrual basis only)	9400–9489	6,098,466.25		**6,098,466.25**
10. Total, Assets		**7,718,727.08**	**0.00**	**7,718,727.08**
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			**0.00**
2. Total, Deferred Outflows		**0.00**	**0.00**	**0.00**
I. Liabilities				
1. Accounts Payable	9500	871,691.89		**871,691.89**
2. Due to Grantor Governments	9590			**0.00**
3. Current Loans	9640			**0.00**
4. Unearned Revenue	9650	183,575.35		**183,575.35**
5. Long-Term Liabilities (accrual basis only)	9660–9669	2,426,377.91		**2,426,377.91**
6. Total, Liabilities		**3,481,645.15**	**0.00**	**3,481,645.15**
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			**0.00**
2. Total, Deferred Inflows		**0.00**	**0.00**	**0.00**
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		**4,237,081.93**	**0.00**	**4,237,081.93**

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: Santa Clara

Charter Number: 1278

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay ($)	Debt Service ($)	Total
a. None	0.00	0.00	**0.00**
b.			**0.00**
c.			**0.00**
d.			**0.00**
e.			**0.00**
f.			**0.00**
g.			**0.00**
h.			**0.00**
i.			**0.00**
j.			**0.00**
Total Federal Revenues Used for Capital Outlay and Debt Service	**0.00**	**0.00**	**0.00**

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount ($) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		**0.00**

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount ($)
a.	None	0.00
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		**0.00**

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount ($)
a. Total Expenditures (B8)	9,595,151.74
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	490,902.79
c. Subtotal of State & Local Expenditures [a minus b]	9,104,248.95
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	519,756.06
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	**8,584,492.89**

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Benito

Charter Number: 1507

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Shannon Hansen	**Name:** Elisabeth Wilson	**Name:** Nick Miller
Title: Assistant Superintendent, Business Services	**Title:** Chief Business Officer	**Title:** Charter Impact
Telephone: 831-637-5393	**Telephone:** (831) 630-6300	**Telephone:** 888-474-0322
Email address: shansen@sbcoe.org	**Email address:** elizabeth.wilson@hesd.org	**Email address:** nmiller@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY): 09/08/2026

Printed Name: Malka Borrego

Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Benito

Charter Number: 1507

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Shannon Hansen	**Name:** Elisabeth Wilson	**Name:** Nick Miller
Title: Assistant Superintendent, Business Services	**Title:** Chief Business Officer	**Title:** Charter Impact
Telephone: 831-637-5393	**Telephone:** (831) 630-6300	**Telephone:** 888-474-0322
Email address: shansen@sbcoe.org	**Email address:** elizabeth.wilson@hesd.org	**Email address:** nmiller@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY): 09/08/2026

Printed Name: Malka Borrego

Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Alternative Form - July 1, 2025 to June 30, 2026

County: San Benito

Charter Number: 1507

This charter school uses the following basis of accounting: (Select one)

(X) ***(Selected)*** *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

( ) (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	4,865,010.00	-	**4,865,010.00**
Education Protection Account State Aid - Current Year	8012	106,302.00	-	**106,302.00**
State Aid - Prior Years	8019	462,837.29	-	**462,837.29**
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,981,512.00	-	**1,981,512.00**
Other LCFF Transfers	8091, 8097			**0.00**
Total, LCFF Sources		**7,415,661.29**	**0.00**	**7,415,661.29**
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	166,936.56	**166,936.56**
Special Education - Federal	8181, 8182	-	86,613.00	**86,613.00**
Child Nutrition - Federal	8220	-		**0.00**
Donated Food Commodities	8221	-		**0.00**
Other Federal Revenues	8110, 8260–8299			**0.00**
Total, Federal Revenues		**0.00**	**253,549.56**	**253,549.56**
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	487,675.00	**487,675.00**
All Other (AO) State Revenues	StateRevAO	111,861.11	663,116.99	**774,978.10**
Total, Other State Revenues		**111,861.11**	**1,150,791.99**	**1,262,653.10**
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	53,426.23		**53,426.23**
Total, Local Revenues		**53,426.23**	**0.00**	**53,426.23**
5. Total Revenues		**7,580,948.63**	**1,404,341.55**	**8,985,290.18**
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	1,570,602.03	165,340.17	**1,735,942.20**
Certificated Pupil Support Salaries	1200	94,207.46	257,103.74	**351,311.20**

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	540,904.67	46,595.46	**587,500.13**
Other Certificated Salaries	1900			**0.00**
Total, Certificated Salaries		**2,205,714.16**	**469,039.37**	**2,674,753.53**
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	360,048.88	1,317,047.05	**1,677,095.93**
Noncertificated Support Salaries	2200	4,218.00		**4,218.00**
Noncertificated Supervisors' and Administrators' Salaries	2300			**0.00**
Clerical, Technical and Office Salaries	2400	226,905.27		**226,905.27**
Other Noncertificated Salaries	2900	481,582.90	74,025.56	**555,608.46**
Total, Noncertificated Salaries		**1,072,755.05**	**1,391,072.61**	**2,463,827.66**
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	409,336.30	86,369.51	**495,705.81**
Public Employees' Retirement System (PERS)	3201–3202			**0.00**
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	112,383.22	110,351.72	**222,734.94**
Health and Welfare Benefits	3401–3402	640,274.97	122,974.34	**763,249.31**
Unemployment Insurance	3501–3502	16,172.53	14,477.01	**30,649.54**
Workers' Compensation Insurance	3601–3602	18,628.81		**18,628.81**
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			**0.00**
OPEB, Active Employees	3751–3752			**0.00**
Other Employee Benefits	3901–3902	2,083.46		**2,083.46**
Total, Employee Benefits		**1,198,879.29**	**334,172.58**	**1,533,051.87**
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	735.25		**735.25**
Books and Other Reference Materials	4200	24,062.02	951.99	**25,014.01**
Materials and Supplies	4300	166,759.19	211,003.60	**377,762.79**
Noncapitalized Equipment	4400	9,440.71	735.70	**10,176.41**
Food	4700	3,275.60		**3,275.60**
Total, Books and Supplies		**204,272.77**	**212,691.29**	**416,964.06**
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	20,887.90	364,001.03	**384,888.93**
Travel and Conferences	5200	5,164.21	194.18	**5,358.39**
Dues and Memberships	5300	3,816.99	2,000.00	**5,816.99**
Insurance	5400	16,501.72		**16,501.72**
Operations and Housekeeping Services	5500	79,852.08		**79,852.08**
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	82,731.99		**82,731.99**
Transfers of Direct Costs	5700–5799	1,443,774.35	(1,443,774.35)	**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	1,309,697.01	73,906.84	**1,383,603.85**
Communications	5900	12,201.49	1,038.00	**13,239.49**
Total, Services and Other Operating Expenditures		**2,974,627.74**	**(1,002,634.30)**	**1,971,993.44**
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	**0.00**
Buildings and Improvements of Buildings	6200	-	-	**0.00**
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	**0.00**
Equipment	6400	-	-	**0.00**
Equipment Replacement	6500	-	-	**0.00**
Lease Assets	6600	-	-	**0.00**
Subscription Assets	6700	-	-	**0.00**
Depreciation Expense (Accrual basis only)	6900	25,131.72		**25,131.72**
Amortization Expense - Lease Assets (Accrual basis only)	6910			**0.00**
Amortization Expense - Subscription Assets (Accrual basis only)	6920			**0.00**
Total, Capital Outlay		**25,131.72**	**0.00**	**25,131.72**
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			**0.00**
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			**0.00**
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		**0.00**
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			**0.00**
All Other Transfers	7281–7299			**0.00**
Transfers of Indirect Costs	7300–7399			**0.00**
Debt Service:	-	-	-	-
Interest	7438			**0.00**
Principal (For modified accrual basis only)	7439	-	-	**0.00**
Total Debt Service		**0.00**	**0.00**	**0.00**
Total, Other Outgo		**0.00**	**0.00**	**0.00**
8. Total Expenditures		**7,681,380.73**	**1,404,341.55**	**9,085,722.28**
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		**(100,432.10)**	**0.00**	**(100,432.10)**
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			**0.00**
2. Less: Other Uses	7630–7699			**0.00**
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		**0.00**	**0.00**	**0.00**
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		**(100,432.10)**	**0.00**	**(100,432.10)**
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	2,111,087.59		**2,111,087.59**
b. Adjustments/Restatements	9793, 9795	(408,114.59)		**(408,114.59)**
c. Adjusted Beginning Fund Balance/Net Position		**1,702,973.00**	**0.00**	**1,702,973.00**
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		**1,602,540.90**	**0.00**	**1,602,540.90**
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	**0.00**
2. Stores (equals Object 9320)	9712	-	-	**0.00**
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	**0.00**
4. All Others	9719	-	-	**0.00**
b. Restricted	9740	-	-	**0.00**
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	**0.00**
2. Other Commitments	9760	-	-	**0.00**
d. Assigned	9780	-	-	**0.00**
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	**0.00**
2. Unassigned/Unappropriated Amount	9790M	-	-	**0.00**
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	376,644.09		**376,644.09**
b. Restricted Net Position	9797	-		**0.00**
c. Unrestricted Net Position	**9790A**	**1,225,896.81**	**0.00**	**1,225,896.81**
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			**0.00**
b. Fair Value Adjustment to Cash in County Treasury	9111			**0.00**
c. In Banks	9120	630,864.11		**630,864.11**
d. In Revolving Fund	9130			**0.00**
e. With Fiscal Agent/Trustee	9135			**0.00**
f. Collections Awaiting Deposit	9140			**0.00**
2. Investments	9150			**0.00**
3. Accounts Receivable	9200			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	1,867,761.11		**1,867,761.11**
5. Stores	9320			**0.00**
6. Prepaid Expenditures (Expenses)	9330	23,631.64		**23,631.64**
7. Other Current Assets	9340			**0.00**
8. Lease Receivable	9380	128,629.16		**128,629.16**
9. Capital Assets (accrual basis only)	9400–9489	376,644.09		**376,644.09**
10. Total, Assets		**3,027,530.11**	**0.00**	**3,027,530.11**
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			**0.00**
2. Total, Deferred Outflows		**0.00**	**0.00**	**0.00**
I. Liabilities				
1. Accounts Payable	9500	905,517.24		**905,517.24**
2. Due to Grantor Governments	9590			**0.00**
3. Current Loans	9640			**0.00**
4. Unearned Revenue	9650	422,561.76		**422,561.76**
5. Long-Term Liabilities (accrual basis only)	9660–9669	96,910.21		**96,910.21**
6. Total, Liabilities		**1,424,989.21**	**0.00**	**1,424,989.21**
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			**0.00**
2. Total, Deferred Inflows		**0.00**	**0.00**	**0.00**
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		**1,602,540.90**	**0.00**	**1,602,540.90**

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: San Benito

Charter Number: 1507

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay ($)	Debt Service ($)	Total
a. None	0.00	0.00	**0.00**
b.			**0.00**
c.			**0.00**
d.			**0.00**
e.			**0.00**
f.			**0.00**
g.			**0.00**
h.			**0.00**
i.			**0.00**
j.			**0.00**
Total Federal Revenues Used for Capital Outlay and Debt Service	**0.00**	**0.00**	**0.00**

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount ($) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		**0.00**

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount ($)
a.	None	0.00
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		**0.00**

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount ($)
a. Total Expenditures (B8)	9,085,722.28
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	253,549.56
c. Subtotal of State & Local Expenditures [a minus b]	8,832,172.72
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	25,131.72
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	**8,807,041.00**

Charter School Certification - July 1, 2025 to June 30, 2026

County: Santa Cruz

Charter Number: 2032

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Kylie Kwok	**Name:** Kylie Kwok	**Name:** Nick Miller
Title: CDE	**Title:** CDE	**Title:** Charter Impact
Telephone: CDE	**Telephone:** CDE	**Telephone:** 888-474-0322
Email address: kkwok@cde.ca.gov	**Email address:** kkwok@cde.ca.gov	**Email address:** nmiller@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☒ ***(Selected)*** *This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).*

Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY): 09/08/2026

Printed Name: Malka Borrego

Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

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County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Charter School Certification - July 1, 2025 to June 30, 2026

County: Santa Cruz

Charter Number: 2032

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Title: CDE	**Title:** CDE	**Title:** Charter Impact
Telephone: CDE	**Telephone:** CDE	**Telephone:** 888-474-0322
Email address: kkwok@cde.ca.gov	**Email address:** kkwok@cde.ca.gov	**Email address:** nmiller@charterimpact.com

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Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY): 09/08/2026

Printed Name: Malka Borrego

Title: Interim CEO

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2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

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County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Alternative Form - July 1, 2025 to June 30, 2026

County: Santa Cruz

Charter Number: 2032

This charter school uses the following basis of accounting: (Select one)

(X) ***(Selected)*** *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

( ) (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	7,535,368.00	-	**7,535,368.00**
Education Protection Account State Aid - Current Year	8012	101,898.00	-	**101,898.00**
State Aid - Prior Years	8019	18,735.06	-	**18,735.06**
Transfers to Charter Schools in Lieu of Property Taxes	8096	126,334.00	-	**126,334.00**
Other LCFF Transfers	8091, 8097			**0.00**
Total, LCFF Sources		**7,782,335.06**	**0.00**	**7,782,335.06**
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	169,517.99	**169,517.99**
Special Education - Federal	8181, 8182	-	77,597.00	**77,597.00**
Child Nutrition - Federal	8220	-	266,223.41	**266,223.41**
Donated Food Commodities	8221	-		**0.00**
Other Federal Revenues	8110, 8260–8299			**0.00**
Total, Federal Revenues		**0.00**	**513,338.40**	**513,338.40**
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	467,471.00	**467,471.00**
All Other (AO) State Revenues	StateRevAO	107,001.70	2,375,306.24	**2,482,307.94**
Total, Other State Revenues		**107,001.70**	**2,842,777.24**	**2,949,778.94**
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	26,396.30		**26,396.30**
Total, Local Revenues		**26,396.30**	**0.00**	**26,396.30**
5. Total Revenues		**7,915,733.06**	**3,356,115.64**	**11,271,848.70**
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	1,762,122.18	160,244.37	**1,922,366.55**
Certificated Pupil Support Salaries	1200	244,001.15	178,816.96	**422,818.11**

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	446,409.17	53,479.73	**499,888.90**
Other Certificated Salaries	1900			**0.00**
Total, Certificated Salaries		**2,452,532.50**	**392,541.06**	**2,845,073.56**
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	233,155.55	1,140,197.78	**1,373,353.33**
Noncertificated Support Salaries	2200	5,220.92	49,200.46	**54,421.38**
Noncertificated Supervisors' and Administrators' Salaries	2300	571.47	4,052.25	**4,623.72**
Clerical, Technical and Office Salaries	2400	206,226.93	8,076.93	**214,303.86**
Other Noncertificated Salaries	2900	576,745.85	210,003.97	**786,749.82**
Total, Noncertificated Salaries		**1,021,920.72**	**1,411,531.39**	**2,433,452.11**
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	441,125.07	72,368.08	**513,493.15**
Public Employees' Retirement System (PERS)	3201–3202			**0.00**
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	120,727.64	108,233.83	**228,961.47**
Health and Welfare Benefits	3401–3402	756,898.33	80,497.29	**837,395.62**
Unemployment Insurance	3501–3502	18,898.23	14,526.16	**33,424.39**
Workers' Compensation Insurance	3601–3602	17,883.66		**17,883.66**
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			**0.00**
OPEB, Active Employees	3751–3752			**0.00**
Other Employee Benefits	3901–3902	910.93		**910.93**
Total, Employee Benefits		**1,356,443.86**	**275,625.36**	**1,632,069.22**
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100			**0.00**
Books and Other Reference Materials	4200	31,159.31		**31,159.31**
Materials and Supplies	4300	292,376.15	199,469.44	**491,845.59**
Noncapitalized Equipment	4400	99,501.07	0.00	**99,501.07**
Food	4700		367,316.41	**367,316.41**
Total, Books and Supplies		**423,036.53**	**566,785.85**	**989,822.38**
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	56,587.99	448,702.02	**505,290.01**
Travel and Conferences	5200	6,067.71	7,819.58	**13,887.29**
Dues and Memberships	5300	2,364.65	2,000.00	**4,364.65**
Insurance	5400	22,572.64		**22,572.64**
Operations and Housekeeping Services	5500	419,765.73		**419,765.73**
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	877,083.52	1,092,091.17	**1,969,174.69**
Transfers of Direct Costs	5700–5799	920,230.94	(920,230.94)	**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	229,888.17	77,429.15	**307,317.32**
Communications	5900	33,694.02	1,821.00	**35,515.02**
Total, Services and Other Operating Expenditures		**2,568,255.37**	**709,631.98**	**3,277,887.35**
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	**0.00**
Buildings and Improvements of Buildings	6200	-	-	**0.00**
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	**0.00**
Equipment	6400	-	-	**0.00**
Equipment Replacement	6500	-	-	**0.00**
Lease Assets	6600	-	-	**0.00**
Subscription Assets	6700	-	-	**0.00**
Depreciation Expense (Accrual basis only)	6900	186,101.43		**186,101.43**
Amortization Expense - Lease Assets (Accrual basis only)	6910			**0.00**
Amortization Expense - Subscription Assets (Accrual basis only)	6920			**0.00**
Total, Capital Outlay		**186,101.43**	**0.00**	**186,101.43**
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			**0.00**
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			**0.00**
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		**0.00**
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			**0.00**
All Other Transfers	7281–7299			**0.00**
Transfers of Indirect Costs	7300–7399			**0.00**
Debt Service:	-	-	-	-
Interest	7438	40,483.38		**40,483.38**
Principal (For modified accrual basis only)	7439	-	-	**0.00**
Total Debt Service		**40,483.38**	**0.00**	**40,483.38**
Total, Other Outgo		**40,483.38**	**0.00**	**40,483.38**
8. Total Expenditures		**8,048,773.79**	**3,356,115.64**	**11,404,889.43**
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		**(133,040.73)**	**0.00**	**(133,040.73)**
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			**0.00**
2. Less: Other Uses	7630–7699			**0.00**
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		**0.00**	**0.00**	**0.00**
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		**(133,040.73)**	**0.00**	**(133,040.73)**
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	1,043,778.50		**1,043,778.50**
b. Adjustments/Restatements	9793, 9795	(1,599,068.50)		**(1,599,068.50)**
c. Adjusted Beginning Fund Balance/Net Position		**(555,290.00)**	**0.00**	**(555,290.00)**
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		**(688,330.73)**	**0.00**	**(688,330.73)**
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	**0.00**
2. Stores (equals Object 9320)	9712	-	-	**0.00**
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	**0.00**
4. All Others	9719	-	-	**0.00**
b. Restricted	9740	-	-	**0.00**
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	**0.00**
2. Other Commitments	9760	-	-	**0.00**
d. Assigned	9780	-	-	**0.00**
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	**0.00**
2. Unassigned/Unappropriated Amount	9790M	-	-	**0.00**
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	2,038,398.89		**2,038,398.89**
b. Restricted Net Position	9797	-		**0.00**
c. Unrestricted Net Position	**9790A**	**(2,726,729.62)**	**0.00**	**(2,726,729.62)**
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			**0.00**
b. Fair Value Adjustment to Cash in County Treasury	9111			**0.00**
c. In Banks	9120	3,234.16		**3,234.16**
d. In Revolving Fund	9130			**0.00**
e. With Fiscal Agent/Trustee	9135			**0.00**
f. Collections Awaiting Deposit	9140			**0.00**
2. Investments	9150			**0.00**
3. Accounts Receivable	9200	575.32		**575.32**

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	1,583,333.40		**1,583,333.40**
5. Stores	9320			**0.00**
6. Prepaid Expenditures (Expenses)	9330	22,437.22		**22,437.22**
7. Other Current Assets	9340			**0.00**
8. Lease Receivable	9380	29,152,835.65		**29,152,835.65**
9. Capital Assets (accrual basis only)	9400–9489	2,038,398.89		**2,038,398.89**
10. Total, Assets		**32,800,814.64**	**0.00**	**32,800,814.64**
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			**0.00**
2. Total, Deferred Outflows		**0.00**	**0.00**	**0.00**
I. Liabilities				
1. Accounts Payable	9500	1,624,538.57		**1,624,538.57**
2. Due to Grantor Governments	9590			**0.00**
3. Current Loans	9640			**0.00**
4. Unearned Revenue	9650	530,047.80		**530,047.80**
5. Long-Term Liabilities (accrual basis only)	9660–9669	31,334,559.00		**31,334,559.00**
6. Total, Liabilities		**33,489,145.37**	**0.00**	**33,489,145.37**
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			**0.00**
2. Total, Deferred Inflows		**0.00**	**0.00**	**0.00**
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		**(688,330.73)**	**0.00**	**(688,330.73)**

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: Santa Cruz

Charter Number: 2032

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay ($)	Debt Service ($)	Total
a. None	0.00	0.00	**0.00**
b.			**0.00**
c.			**0.00**
d.			**0.00**
e.			**0.00**
f.			**0.00**
g.			**0.00**
h.			**0.00**
i.			**0.00**
j.			**0.00**
Total Federal Revenues Used for Capital Outlay and Debt Service	**0.00**	**0.00**	**0.00**

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount ($) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		**0.00**

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount ($)
a.	None	0.00
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		**0.00**

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount ($)
a. Total Expenditures (B8)	11,404,889.43
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	513,338.40
c. Subtotal of State & Local Expenditures [a minus b]	10,891,551.03
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	226,584.81
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	**10,664,966.22**

Charter School Certification - July 1, 2025 to June 30, 2026

County:

Charter Number: 2027

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Shirene Moreira	**Name:** Juwen Lam	**Name:** Nick Miller
Title: Chief of District Business & Advisory Serv ices	**Title:** Chief of Accountability Partnerships	**Title:** Charter Impact
Telephone: (510) 670-4192	**Telephone:** (510) 670-4187	**Telephone:** 88-474-0322
Email address: smoreira@acoe.org	**Email address:** juwenl@acoe.org	**Email address:** nmiller@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☒ ***(Selected)*** *This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).*

Charter School Official:

Signature *(Original Signature Required):*
Date (MM/DD/YYYY): 9/8/2026
Printed Name: Malka Borrego
Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):*
Date (MM/DD/YYYY):
Printed Name:
Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

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County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

ALT - Charter School Unaudited Actuals Financial Report — Alternative Form

July 1, 2025 to June 30, 2026

Local Educational Agency (LEA): Hayward Collegiate Charter

Charter Number: 2027

County: Alameda

Oversight Entity: Alameda County Office of Education

Fiscal Year and Reporting Period: 2025–26 Unaudited Actuals

County District School (CDS) Number: 01 10017 0138867

Dataset Submission Number: G8A56AMAUS (2025–26)

California Department of Education (CDE)

Standardized Account Code Structure (SACS) Web Financial Reporting System, System Version SACS V16

Form ALT, Form Version 11 (FV11)

Printed: 09/08/2026 03:57 PM

Note: In this document, non-shaded cells within tables that contain a dash ('-') represent instances where no data is displayed. Cells within tables that contain a dash ('-') and are shaded gray represent instances where the system does not allow data entry. Individuals experiencing difficulties with this document can contact the Financial Accountability & Information Services Office of the School Fiscal Services Division at sacsweb@cde.ca.gov .

Charter School Certification - July 1, 2025 to June 30, 2026

County:

Charter Number: 2027

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Title: Chief of District Business & Advisory Serv ices	**Title:** Chief of Accountability Partnerships	**Title:** Charter Impact
Telephone: (510) 670-4192	**Telephone:** (510) 670-4187	**Telephone:** 88-474-0322
Email address: smoreira@acoe.org	**Email address:** juwenl@acoe.org	**Email address:** nmiller@charterimpact.com

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Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name: Malka Borrego

Title: Interim CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

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Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

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County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Alternative Form - July 1, 2025 to June 30, 2026

County:

Charter Number: 2027

This charter school uses the following basis of accounting: (Select one)

(X) ***(Selected)*** *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

( ) (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	1,961,057.00	-	**1,961,057.00**
Education Protection Account State Aid - Current Year	8012	45,330.00	-	**45,330.00**
State Aid - Prior Years	8019	82,878.98	-	**82,878.98**
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,104,556.00	-	**1,104,556.00**
Other LCFF Transfers	8091, 8097			**0.00**
Total, LCFF Sources		**3,193,821.98**	**0.00**	**3,193,821.98**
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	69,079.00	**69,079.00**
Special Education - Federal	8181, 8182	-	37,189.00	**37,189.00**
Child Nutrition - Federal	8220	-	144,253.64	**144,253.64**
Donated Food Commodities	8221	-		**0.00**
Other Federal Revenues	8110, 8260–8299	(8,519.44)		**(8,519.44)**
Total, Federal Revenues		**(8,519.44)**	**250,521.64**	**242,002.20**
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	207,958.00	**207,958.00**
All Other (AO) State Revenues	StateRevAO	24,057.62	776,836.59	**800,894.21**
Total, Other State Revenues		**24,057.62**	**984,794.59**	**1,008,852.21**
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	286,774.36		**286,774.36**
Total, Local Revenues		**286,774.36**	**0.00**	**286,774.36**
5. Total Revenues		**3,496,134.52**	**1,235,316.23**	**4,731,450.75**
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	511,112.00	200,358.04	**711,470.04**
Certificated Pupil Support Salaries	1200	68,432.02	34,629.47	**103,061.49**

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Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	233,095.33	35,501.19	**268,596.52**
Other Certificated Salaries	1900			**0.00**
Total, Certificated Salaries		**812,639.35**	**270,488.70**	**1,083,128.05**
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	241,281.75	548,719.06	**790,000.81**
Noncertificated Support Salaries	2200	27,794.90		**27,794.90**
Noncertificated Supervisors' and Administrators' Salaries	2300			**0.00**
Clerical, Technical and Office Salaries	2400	130,797.79	13,439.40	**144,237.19**
Other Noncertificated Salaries	2900	401,912.04	88,171.58	**490,083.62**
Total, Noncertificated Salaries		**801,786.48**	**650,330.04**	**1,452,116.52**
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	146,749.36	39,873.77	**186,623.13**
Public Employees' Retirement System (PERS)	3201–3202			**0.00**
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	70,905.97	55,925.48	**126,831.45**
Health and Welfare Benefits	3401–3402	221,684.61		**221,684.61**
Unemployment Insurance	3501–3502	8,461.12	5,852.20	**14,313.32**
Workers' Compensation Insurance	3601–3602	8,941.84		**8,941.84**
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			**0.00**
OPEB, Active Employees	3751–3752			**0.00**
Other Employee Benefits	3901–3902	5,957.97		**5,957.97**
Total, Employee Benefits		**462,700.87**	**101,651.45**	**564,352.32**
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	2,394.96		**2,394.96**
Books and Other Reference Materials	4200	22,669.79		**22,669.79**
Materials and Supplies	4300	156,725.28	89,847.24	**246,572.52**
Noncapitalized Equipment	4400	17,700.95	928.20	**18,629.15**
Food	4700		228,202.56	**228,202.56**
Total, Books and Supplies		**199,490.98**	**318,978.00**	**518,468.98**
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	79,408.34	161,176.21	**240,584.55**
Travel and Conferences	5200	4,533.84	2,503.94	**7,037.78**
Dues and Memberships	5300	981.00		**981.00**
Insurance	5400	9,936.43		**9,936.43**
Operations and Housekeeping Services	5500	39,326.78		**39,326.78**
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	171,575.95	159,715.50	**331,291.45**
Transfers of Direct Costs	5700–5799	438,940.85	(438,940.85)	**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	168,384.66	8,325.74	**176,710.40**
Communications	5900	5,984.57	1,087.50	**7,072.07**
Total, Services and Other Operating Expenditures		**919,072.42**	**(106,131.96)**	**812,940.46**
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	**0.00**
Buildings and Improvements of Buildings	6200	-	-	**0.00**
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	**0.00**
Equipment	6400	-	-	**0.00**
Equipment Replacement	6500	-	-	**0.00**
Lease Assets	6600	-	-	**0.00**
Subscription Assets	6700	-	-	**0.00**
Depreciation Expense (Accrual basis only)	6900	90,572.70		**90,572.70**
Amortization Expense - Lease Assets (Accrual basis only)	6910			**0.00**
Amortization Expense - Subscription Assets (Accrual basis only)	6920			**0.00**
Total, Capital Outlay		**90,572.70**	**0.00**	**90,572.70**
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			**0.00**
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			**0.00**
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		**0.00**
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			**0.00**
All Other Transfers	7281–7299			**0.00**
Transfers of Indirect Costs	7300–7399			**0.00**
Debt Service:	-	-	-	-
Interest	7438			**0.00**
Principal (For modified accrual basis only)	7439	-	-	**0.00**
Total Debt Service		**0.00**	**0.00**	**0.00**
Total, Other Outgo		**0.00**	**0.00**	**0.00**
8. Total Expenditures		**3,286,262.80**	**1,235,316.23**	**4,521,579.03**
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		**209,871.72**	**0.00**	**209,871.72**
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			**0.00**
2. Less: Other Uses	7630–7699			**0.00**
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		**0.00**	**0.00**	**0.00**
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		**209,871.72**	**0.00**	**209,871.72**
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	(406,212.12)		**(406,212.12)**
b. Adjustments/Restatements	9793, 9795	(260.88)		**(260.88)**
c. Adjusted Beginning Fund Balance/Net Position		**(406,473.00)**	**0.00**	**(406,473.00)**
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		**(196,601.28)**	**0.00**	**(196,601.28)**
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	**0.00**
2. Stores (equals Object 9320)	9712	-	-	**0.00**
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	**0.00**
4. All Others	9719	-	-	**0.00**
b. Restricted	9740	-	-	**0.00**
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	**0.00**
2. Other Commitments	9760	-	-	**0.00**
d. Assigned	9780	-	-	**0.00**
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	**0.00**
2. Unassigned/Unappropriated Amount	9790M	-	-	**0.00**
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	2,355,100.82		**2,355,100.82**
b. Restricted Net Position	9797	-		**0.00**
c. Unrestricted Net Position	**9790A**	**(2,551,702.10)**	**0.00**	**(2,551,702.10)**
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			**0.00**
b. Fair Value Adjustment to Cash in County Treasury	9111			**0.00**
c. In Banks	9120	22,393.40		**22,393.40**
d. In Revolving Fund	9130			**0.00**
e. With Fiscal Agent/Trustee	9135			**0.00**
f. Collections Awaiting Deposit	9140			**0.00**
2. Investments	9150			**0.00**
3. Accounts Receivable	9200	2,906.00		**2,906.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	668,722.56		**668,722.56**
5. Stores	9320			**0.00**
6. Prepaid Expenditures (Expenses)	9330	11,527.78		**11,527.78**
7. Other Current Assets	9340			**0.00**
8. Lease Receivable	9380	3,440,112.04		**3,440,112.04**
9. Capital Assets (accrual basis only)	9400–9489	2,355,100.82		**2,355,100.82**
10. Total, Assets		**6,500,762.60**	**0.00**	**6,500,762.60**
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			**0.00**
2. Total, Deferred Outflows		**0.00**	**0.00**	**0.00**
I. Liabilities				
1. Accounts Payable	9500	3,116,612.37		**3,116,612.37**
2. Due to Grantor Governments	9590			**0.00**
3. Current Loans	9640			**0.00**
4. Unearned Revenue	9650	74,596.02		**74,596.02**
5. Long-Term Liabilities (accrual basis only)	9660–9669	3,506,155.49		**3,506,155.49**
6. Total, Liabilities		**6,697,363.88**	**0.00**	**6,697,363.88**
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			**0.00**
2. Total, Deferred Inflows		**0.00**	**0.00**	**0.00**
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		**(196,601.28)**	**0.00**	**(196,601.28)**

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County:

Charter Number: 2027

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay ($)	Debt Service ($)	Total
a.			**0.00**
b.			**0.00**
c.			**0.00**
d.			**0.00**
e.			**0.00**
f.			**0.00**
g.			**0.00**
h.			**0.00**
i.			**0.00**
j.			**0.00**
Total Federal Revenues Used for Capital Outlay and Debt Service	**0.00**	**0.00**	**0.00**

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount ($) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		**0.00**

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount ($)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		**0.00**

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount ($)
a. Total Expenditures (B8)	4,521,579.03
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	242,002.20
c. Subtotal of State & Local Expenditures [a minus b]	4,279,576.83
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	90,572.70
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	**4,189,004.13**

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

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FY26-HPS-EPA Final Expenditures.xlsx

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FY26-WPS-EPA Final Expenditures.xlsx

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