



Board Agenda Item #	Action Item VA
Date:	May 9, 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer
RE:	Summer School Agreements

Proposed Board Recommendation

Staff moves that the full Board of Directors of MPS (the “**MPS Board**”) approve that MPS staff be directed to negotiate and execute summer school agreements with Learn4Life to be able to jointly run summer schools for MPS students.

Background

MPS provides summer school options to all MPS students and staff to enrich and supplement our academic programs. Each year about 600 students from all grades benefit from these programs. This year, summer schools will run on July 1-26, 2019 in school campuses of MSA-1, 7, SA and SD.

MPS partnered with Learn4Life to facilitate the program in a way to have our own teachers, admin and support staff to run the summer schools in our campuses. Attached agreements, reviewed by the MPS legal counsel, outline the nature, terms and conditions of this partnership.

Budget Implications.

No expense implications on Magnolia schools.

Name of Staff Originator: Erdinc Acar, CAO

Attachments

Summer Program Agreements

**SUMMER PROGRAM AGREEMENT
BETWEEN
MAGNOLIA PUBLIC SCHOOLS
AND
ANTELOPE VALLEY LEARNING ACADEMY, INC. and
ANTELOPE VALLEY LEARNING ACADEMY**

This Summer Program Agreement (“Agreement”) is executed as of this 7th day of May, 2019, by and between Magnolia Public Schools ("District"), a public school district, and Antelope Valley Learning Academy, Inc. (“Non Profit”), a California nonprofit public benefit corporation which operates Antelope Valley Learning Academy (“Charter School”). The District and Charter School are individually a “Party” and collectively referred to herein as the “Parties.”

RECITALS

- A. WHEREAS, the Non Profit operates one or more charter schools pursuant to the California Charter School Act, California Education Code section 47600 et seq.;
- B. WHEREAS, the Parties wish to enter into an agreement setting forth the terms and conditions under which the Charter School will conduct, separate from, and independent of, the District, an independent study program for credit during the summer break (“Summer Program”);
- C. WHEREAS, the Parties wish to work cooperatively to ensure that the classes offered through the Summer Program meet District and State charter school requirements;
- D. WHEREAS, the Parties wish to work cooperatively to ensure that all eligible students who enroll and participate in the Summer Program meet the State requirements for charter school attendance accounting; and
- E. WHEREAS, the Parties wish to set forth their respective rights and obligations concerning the operation of the Summer Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Enrollment Minimum**: The Summer Program shall operate from July 1, 2019 through July 26, 2019. The size of each Summer Program class shall not be less than an average of twenty-five (25) students per course offered, exclusive of special education courses. In the event that any class shall fall below the required minimum enrollment as set forth herein, the District will make reasonable efforts to combine class(es).
2. **Funds**: The Charter School shall receive any and all State funds generated by the enrollment and participation of all eligible students in the Summer Program. Any division of State funds generated from the Summer Program shall be divided by the Charter School in any manner deemed appropriate by the Charter School.

3. **Financial Responsibility:** District and the Charter School shall be financially responsible for each of those designated costs related to the operation of the Summer Program, in accordance with the agreed upon shared cost sheet that is attached hereto as Attachment A (“Services”). Attachment A is a budget projection that may be amended by the Parties through their mutual written agreement, and actual invoices shall be based on the final number of students enrolled in the Summer Program. The payments of any invoices and/or reimbursements described in this Agreement to District by Charter School shall be made in accordance with the time periods as set forth in Attachment A.

4. **Administrative Services:** The District shall provide all reasonable and customary Administrative Services necessary for the Summer Program. Such Administrative Services shall include the development of the master schedule, assignment of teachers, scheduling of students, budget development and monitoring, and general supervision of students and staff of the Summer Program, subject to the following requirements:
 - a. The District shall be responsible for ensuring that all Summer Program teachers are properly credentialed and appropriately assigned.
 - b. The District shall be responsible for ensuring that teachers record student attendance daily and collect work samples for each of the Summer Program classes and that all attendance records are maintained in accordance with state law and the Charter School’s attendance recording policies, which shall be provided to the District.
 - c. The District shall ensure that live scans, background checks and Tuberculosis tests have been conducted and satisfactory clearances obtained for District employees assigned to the Summer Program prior to the commencement of the Summer Program, and District shall provide and withdraw candidates according to the California Education Code.
 - d. The District shall be responsible for ensuring students who participate in the Summer Program are (a) eligible for enrollment in the Summer Program, (b) meet eligible grade levels served by the Charter School, and (c) meet all charter school attendance accounting requirements. In connection therewith, the District shall be responsible for the registration of such students, including but not limited to the collection and verification of all documents required for enrollment in the Summer Program. This includes the District’s obligation to ensure that (a) no students are concurrently enrolled in the Summer Program with the Charter School or any other District-sponsored educational programs where ADA is being collected for the student, (b) that all students meet minimum age requirements for transitional kindergarten/kindergarten, and (c) that all students have proof of required immunizations that are current for the applicable school year. The District shall initiate the registration process and instruct all eligible students to complete and return all required forms. Prior to the first day of enrollment, the District shall be responsible for screening applicants and ensuring that only those qualifying students who are eligible to enroll and participate in the Summer Program.

- e. The District shall ensure that all students with Individualized Education Programs (“IEPs”) enrolling in the Summer Program have current IEPs in effect prior to June 30, 2019, which must remain current through the end of the Summer Program. The District shall be solely responsible and liable for all special education services provided to students participating in the Summer Program as required under the IDEA and Section 504.
 - f. The District shall ensure compliance with any support staff services requirements as described in Paragraph 6 below.
 - g. As may be required, the District shall provide all transportation for any field trips that are part of the Summer Program. The Charter School shall reimburse the District for the costs of all such field trip transportation per the amounts agreed upon and set forth in Attachment A. In addition, District shall (a) provide and require all Summer Program students participating in any field trips to complete and return the District’s typical field trip permission slip, and (b) include the Charter School as an additional insured on District’s commercial auto insurance or like policy that covers school buses and the transportation of students. Moreover, Charter School shall have its classroom teachers provide those students participating in any field trip with a separate Charter School waiver and release form to be signed by the parents and returned prior to any field trip.
5. **Teachers:** The Charter School shall have the sole and absolute authority and discretion to hire, terminate and determine the commercially reasonable salaries, hours of work and duties of the persons employed by the Charter School to teach the classes and conduct the programs, subject to the following:
- a. Selected applicants must hold a valid California single subject or multiple subject teaching credential in area of specialization.
 - b. The Charter School shall require selected applicants to sign new hire paperwork prior to their first day of providing instruction that states they are employees of the Charter School.
 - c. As employees of the Charter School, the Charter School shall compensate the teachers directly for their instructional services. In addition, the Charter School shall be responsible for and provide proof of workers’ compensation coverage for all teachers.
 - d. Teacher positions shall be paid for agreed upon hours and rates not to exceed thirty (30) hours per week.
 - e. Overtime must be approved in advance by the Charter School.
 - f. The District shall pay for substitute teaching services at the District’s negotiated hourly rate and submit an invoice to the Charter School for reimbursement and payment, which shall be made pursuant to the terms of this Agreement.
 - g. The Charter School shall directly notify its teachers of their acceptance and/or termination into or from the Summer Session Program.

- 6. Facilities/Support Staff Positions and Student Enrollment:** The District shall provide all facilities and may elect to provide support services and classified staff and the Charter School shall pay the District for these services per the amount agreed upon (see Attachment A). If support services or classified staff are hired directly by the Charter School, such staff shall be hired at the sole discretion of the Charter School, shall fully abide by the Charter School employment policies, and shall be considered at-will employees. The District shall have no right to determine or participate in the employment terms, conditions, titles, negotiations or any other attendant activity involved in the employment of such staff by the Charter School. Should the District provide support services and classified staff, Attachment A represents an agreed upon amount for rates per hour for support staff and an estimation of hours and staff needed. The District shall prepare the final invoice after November 1, 2019 and submit the invoice to the Charter School. The final invoice shall be based on the actual numbers of students enrolled in the Summer Program and, therefore, the actual number of support services and classified staff utilized. The District's support staff services shall include (a) ensuring only eligible students enroll in Summer Program; (b) ensuring attending students meet all Charter School attendance accounting requirements; (c) providing the disseminating and retrieving books and materials necessary for course completion; and (d) providing the Charter School with certified copies of attendance reports. Payment by the Charter School to the District is contingent upon the successful enrollment of students and payment by the State for that enrollment for the ADA generated by the District students.
- 7. Books and Materials:** The District shall be responsible for disseminating and retrieving books and materials as necessary for course completion. Since classroom texts are the property of the District, they will be checked out to by District staff to eligible students enrolled in and participating in the Summer Program. In connection therewith, the District shall immediately notify the Charter School of any offenses committed by students that may require suspension and/or expulsion.
- 8. Student Meals:** If applicable, the District shall be responsible in its entirety for all student meals provided during this Summer Program (July 1, 2019 through July 26, 2019). The Charter School shall reimburse the District for student meals per the amount agreed upon (see Attachment A) based on the actual number of students eligible for student meals and enrolled in the Summer Program.
- 9. Required Reports:** The Charter School shall have the right to request additional student documentation as needed.
- 10. Grades/Credits:** The District agrees to honor grades issued and credits earned so long as they meet all District and State requirements.
- 11. No Registration Fees:** The Parties agree that there shall be no fees, registration or other fees, or tuition charged for the Summer Program offered to eligible students enrolled in the Summer Program.
- 12. Insurance:** The Charter School and the District shall each maintain general liability and professional liability insurance for not less than \$1,000,000 per occurrence and \$2,000,000

aggregate, and workers' compensation insurance as required by California state law. The Charter School and the District each warrant they have adequate professional liability, general liability and workers' compensation to provide coverage for liabilities arising out of, respectively, the Charter School and the District performance under this Agreement. The Charter School and the District shall each furnish proof of insurance coverage to each other at commencement of this Agreement and upon request.

- 13. Confidentiality:** The Parties shall share information regarding students, applicants, and teachers in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) and all other applicable statutes, and consistent with ethical standards and all legal requirements. All such shared information shall remain private and confidential, shall not be published by either Party, and shall not be shared with, divulged, or given to individuals or groups not a party to this Agreement, except as required by law. If required by federal or state law, a student must be informed in writing that the Parties intend to share information about him or her and consent in writing thereto before that information may be shared.
- 14. Mutual Indemnification:** The District agrees to indemnify, hold harmless and defend the Charter School, its directors, officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any breach of the terms of this Agreement, and any willful misconduct or active negligent act of the District's officers, owners, employees, agents or volunteers in connection with this Agreement. The Charter School agrees to indemnify, hold harmless and defend the District, its officers, owners, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any breach of the terms of this Agreement, and any willful misconduct or active negligent act of the Charter School's directors, officers, employees, agents or volunteers in connection with this Agreement.
- 15. Term:** This Agreement shall be effective on the date upon which it is fully executed by the Parties. Either Party wishing to terminate this Agreement shall do so by giving the other Party written notice no less than sixty (60) days prior to the effective date of the termination.
- 16. Amendments:** Any modification of this Agreement must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement, in accordance with the following:

 - a. The duly authorized representative of the Charter School shall be the President of the Non Profit or his/her designee.
 - b. The duly authorized representatives of the District shall be the Board of Trustees of the District and the District Superintendent or his/her designee.
- 17. Non-Discrimination:** The Parties to this Agreement shall not unlawfully discriminate, harass, or allow harassment against any student, employee, applicant for employment, or participant for services provided under this Agreement because of actual or perceived characteristics of race, color, age, religion, sex and pregnancy, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, immigration status, genetic

information, medical condition, marital status, sexual orientation, physical or mental disability, childbirth or related medical conditions, military and veteran status, request for, use or denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Parties to this Agreement will assure compliance with the American with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to ADA.

18. Independent Contractor Relationship: Nothing contained herein shall alter the Parties' independent contractor relationship with respect to each other and each shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages in connection with this Agreement. Any employee of a Party shall be solely an employee of that Party and shall be under the sole and exclusive direction and control of that Party. Nothing set forth herein shall make an employee of a Party an employee of the other Party for any purpose whatsoever.

19. Miscellaneous

- a. **Assignment.** Neither Party may assign or delegate its obligations under this Agreement without the prior written consent of the other Party.
- b. **Compliance with Laws and Regulations.** The Parties shall comply with all federal, state and local laws and regulations applicable to their performance as described in this Agreement.
- c. **Governing Law.** This Agreement shall be governed by and interpreted or construed in accordance with the laws of the State of California.
- d. **Consent.** Where consent, approval or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
- e. **Entire Agreement.** Except for written amendments, supplements or modifications made after the execution of this Agreement, this Agreement represents the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior renegotiations, representations and agreements, either oral or written.
- f. **Successors.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- g. **Authorization to Execute.** Each Party represents and warrants that the person signing below on its behalf is authorized to execute this Agreement.
- h. **Notifications.** All notices required by this Agreement may be sent by US mail, UPS, FedEx, or other reputable carrier, postage pre-paid to the Parties as follows:

Magnolia Public Schools
Alfredo Ruvalcava, CEO and Superintendent
250 East 1st St, Suite 1500
Los Angeles, CA 90012
(213) 628-3634 phone
(714) 362-9588 fax

Antelope Valley Learning Academy, Inc.
Jeri Vincent, CFO
177 Holston Dr.
Lancaster, CA 93535
(661) 272-1225 phone
(661) 945-2430 fax

Each person below represents that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

MAGNOLIA PUBLIC SCHOOLS

**ANTELOPE VALLEY
LEARNING ACADEMY, INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SUMMER PROGRAM AGREEMENT
BETWEEN
MAGNOLIA PUBLIC SCHOOLS
AND
DIEGO PLUS EDUCATION CORPORATION and DIEGO HILLS CENTRAL
PUBLIC CHARTER**

This Summer Program Agreement (“Agreement”) is executed as of this 7th day of May, 2019, by and between Magnolia Public Schools ("District"), a public school district, and Diego Plus Education Corporation (“Non Profit”), a California nonprofit public benefit corporation which operates Diego Hills Central Public Charter (“Charter School”). The District and Charter School are individually a “Party” and collectively referred to herein as the “Parties.”

RECITALS

- A. WHEREAS, the Non Profit operates one or more charter schools pursuant to the California Charter School Act, California Education Code section 47600 et seq.;
- B. WHEREAS, the Parties wish to enter into an agreement setting forth the terms and conditions under which the Charter School will conduct, separate from, and independent of, the District, an independent study program for credit during the summer break (“Summer Program”);
- C. WHEREAS, the Parties wish to work cooperatively to ensure that the classes offered through the Summer Program meet District and State charter school requirements;
- D. WHEREAS, the Parties wish to work cooperatively to ensure that all eligible students who enroll and participate in the Summer Program meet the State requirements for charter school attendance accounting; and
- E. WHEREAS, the Parties wish to set forth their respective rights and obligations concerning the operation of the Summer Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Enrollment Minimum:** The Summer Program shall operate from July 1, 2019 through July 26, 2019. The size of each Summer Program class shall not be less than an average of twenty-five (25) students per course offered, exclusive of special education courses. In the event that any class shall fall below the required minimum enrollment as set forth herein, the District will make reasonable efforts to combine class(es).
2. **Funds:** The Charter School shall receive any and all State funds generated by the enrollment and participation of all eligible students in the Summer Program. Any division of State funds generated from the Summer Program shall be divided by the Charter School in any manner deemed appropriate by the Charter School.

3. **Financial Responsibility:** District and the Charter School shall be financially responsible for each of those designated costs related to the operation of the Summer Program, in accordance with the agreed upon shared cost sheet that is attached hereto as Attachment A (“Services”). Attachment A is a budget projection that may be amended by the Parties through their mutual written agreement, and actual invoices shall be based on the final number of students enrolled in the Summer Program. The payments of any invoices and/or reimbursements described in this Agreement to District by Charter School shall be made in accordance with the time periods as set forth in Attachment A.

4. **Administrative Services:** The District shall provide all reasonable and customary Administrative Services necessary for the Summer Program. Such Administrative Services shall include the development of the master schedule, assignment of teachers, scheduling of students, budget development and monitoring, and general supervision of students and staff of the Summer Program, subject to the following requirements:
 - a. The District shall be responsible for ensuring that all Summer Program teachers are properly credentialed and appropriately assigned.
 - b. The District shall be responsible for ensuring that teachers record student attendance daily and collect work samples for each of the Summer Program classes and that all attendance records are maintained in accordance with state law and the Charter School’s attendance recording policies, which shall be provided to the District.
 - c. The District shall ensure that live scans, background checks and Tuberculosis tests have been conducted and satisfactory clearances obtained for District employees assigned to the Summer Program prior to the commencement of the Summer Program, and District shall provide and withdraw candidates according to the California Education Code.
 - d. The District shall be responsible for ensuring students who participate in the Summer Program are (a) eligible for enrollment in the Summer Program, (b) meet eligible grade levels served by the Charter School, and (c) meet all charter school attendance accounting requirements. In connection therewith, the District shall be responsible for the registration of such students, including but not limited to the collection and verification of all documents required for enrollment in the Summer Program. This includes the District’s obligation to ensure that (a) no students are concurrently enrolled in the Summer Program with the Charter School or any other District-sponsored educational programs where ADA is being collected for the student, (b) that all students meet minimum age requirements for transitional kindergarten/kindergarten, and (c) that all students have proof of required immunizations that are current for the applicable school year. The District shall initiate the registration process and instruct all eligible students to complete and return all required forms. Prior to the first day of enrollment, the District shall be responsible for screening applicants and ensuring that only those qualifying students who are eligible to enroll and participate in the Summer Program.

- e. The District shall ensure that all students with Individualized Education Programs (“IEPs”) enrolling in the Summer Program have current IEPs in effect prior to June 30, 2019, which must remain current through the end of the Summer Program. The District shall be solely responsible and liable for all special education services provided to students participating in the Summer Program as required under the IDEA and Section 504.
 - f. The District shall ensure compliance with any support staff services requirements as described in Paragraph 6 below.
 - g. As may be required, the District shall provide all transportation for any field trips that are part of the Summer Program. The Charter School shall reimburse the District for the costs of all such field trip transportation per the amounts agreed upon and set forth in Attachment A. In addition, District shall (a) provide and require all Summer Program students participating in any field trips to complete and return the District’s typical field trip permission slip, and (b) include the Charter School as an additional insured on District’s commercial auto insurance or like policy that covers school buses and the transportation of students. Moreover, Charter School shall have its classroom teachers provide those students participating in any field trip with a separate Charter School waiver and release form to be signed by the parents and returned prior to any field trip.
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 - b. The Charter School shall require selected applicants to sign new hire paperwork prior to their first day of providing instruction that states they are employees of the Charter School.
 - c. As employees of the Charter School, the Charter School shall compensate the teachers directly for their instructional services. In addition, the Charter School shall be responsible for and provide proof of workers’ compensation coverage for all teachers.
 - d. Teacher positions shall be paid for agreed upon hours and rates not to exceed thirty (30) hours per week.
 - e. Overtime must be approved in advance by the Charter School.
 - f. The District shall pay for substitute teaching services at the District’s negotiated hourly rate and submit an invoice to the Charter School for reimbursement and payment, which shall be made pursuant to the terms of this Agreement.
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- 10. Grades/Credits:** The District agrees to honor grades issued and credits earned so long as they meet all District and State requirements.
- 11. No Registration Fees:** The Parties agree that there shall be no fees, registration or other fees, or tuition charged for the Summer Program offered to eligible students enrolled in the Summer Program.
- 12. Insurance:** The Charter School and the District shall each maintain general liability and professional liability insurance for not less than \$1,000,000 per occurrence and \$2,000,000

aggregate, and workers' compensation insurance as required by California state law. The Charter School and the District each warrant they have adequate professional liability, general liability and workers' compensation to provide coverage for liabilities arising out of, respectively, the Charter School and the District performance under this Agreement. The Charter School and the District shall each furnish proof of insurance coverage to each other at commencement of this Agreement and upon request.

- 13. Confidentiality:** The Parties shall share information regarding students, applicants, and teachers in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) and all other applicable statutes, and consistent with ethical standards and all legal requirements. All such shared information shall remain private and confidential, shall not be published by either Party, and shall not be shared with, divulged, or given to individuals or groups not a party to this Agreement, except as required by law. If required by federal or state law, a student must be informed in writing that the Parties intend to share information about him or her and consent in writing thereto before that information may be shared.
- 14. Mutual Indemnification:** The District agrees to indemnify, hold harmless and defend the Charter School, its directors, officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any breach of the terms of this Agreement, and any willful misconduct or active negligent act of the District's officers, owners, employees, agents or volunteers in connection with this Agreement. The Charter School agrees to indemnify, hold harmless and defend the District, its officers, owners, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any breach of the terms of this Agreement, and any willful misconduct or active negligent act of the Charter School's directors, officers, employees, agents or volunteers in connection with this Agreement.
- 15. Term:** This Agreement shall be effective on the date upon which it is fully executed by the Parties. Either Party wishing to terminate this Agreement shall do so by giving the other Party written notice no less than sixty (60) days prior to the effective date of the termination.
- 16. Amendments:** Any modification of this Agreement must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement, in accordance with the following:

 - a. The duly authorized representative of the Charter School shall be the President of the Non Profit or his/her designee.
 - b. The duly authorized representatives of the District shall be the Board of Trustees of the District and the District Superintendent or his/her designee.
- 17. Non-Discrimination:** The Parties to this Agreement shall not unlawfully discriminate, harass, or allow harassment against any student, employee, applicant for employment, or participant for services provided under this Agreement because of actual or perceived characteristics of race, color, age, religion, sex and pregnancy, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, immigration status, genetic

information, medical condition, marital status, sexual orientation, physical or mental disability, childbirth or related medical conditions, military and veteran status, request for, use or denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Parties to this Agreement will assure compliance with the American with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to ADA.

18. Independent Contractor Relationship: Nothing contained herein shall alter the Parties' independent contractor relationship with respect to each other and each shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages in connection with this Agreement. Any employee of a Party shall be solely an employee of that Party and shall be under the sole and exclusive direction and control of that Party. Nothing set forth herein shall make an employee of a Party an employee of the other Party for any purpose whatsoever.

19. Miscellaneous

- a. **Assignment.** Neither Party may assign or delegate its obligations under this Agreement without the prior written consent of the other Party.
- b. **Compliance with Laws and Regulations.** The Parties shall comply with all federal, state and local laws and regulations applicable to their performance as described in this Agreement.
- c. **Governing Law.** This Agreement shall be governed by and interpreted or construed in accordance with the laws of the State of California.
- d. **Consent.** Where consent, approval or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
- e. **Entire Agreement.** Except for written amendments, supplements or modifications made after the execution of this Agreement, this Agreement represents the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior renegotiations, representations and agreements, either oral or written.
- f. **Successors.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- g. **Authorization to Execute.** Each Party represents and warrants that the person signing below on its behalf is authorized to execute this Agreement.
- h. **Notifications.** All notices required by this Agreement may be sent by US mail, UPS, FedEx, or other reputable carrier, postage pre-paid to the Parties as follows:

Magnolia Public Schools
Alfredo Ruvalcava, CEO and Superintendent
250 East 1st St, Suite 1500
Los Angeles, CA 90012
(213) 628-3634 phone
(714) 362-9588 fax

Diego Plus Education Corporation
Jeri Vincent, CFO
177 Holston Dr.
Lancaster, CA 93535
(661) 272-1225 phone
(661) 945-2430 fax

Each person below represents that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

MAGNOLIA PUBLIC SCHOOLS

DIEGO PLUS EDUCATION CORPORATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____