

# **TEACH** Public Schools

# **TEACH Regular Board Meeting**

# Date and Time

Tuesday August 27, 2024 at 5:00 PM PDT

# Location

Board Meeting Access Locations CA: Alternate Public Access Locations:

TEACH Elementary 8505 S Western Ave Los Angeles, CA 90047

TEACH Tech Charter High School 10616 S Western Ave Los Angeles, CA 90047

3680 Wilshire Blvd. Los Angeles CA 90010

3740 S Crenshaw Blvd. Los Angeles, CA 90016

1340 W 106th St. Los Angeles, CA 90044

and Via Zoom at:

Topic: TEACH Regular Board Meeting

Time: Aug 27, 2024 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

https://teachpublicschools-org.zoom.us/j/86873980392

Meeting ID: 868 7398 0392

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Find your local number: https://teachpublicschools-org.zoom.us/u/kFgD7aNw6

# THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be change without prior notice.

# REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

# REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting TEACH Public Schools during normal business hours at as far in advance as possible, but no later than 24 hours before the meeting.

#### FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact TEACH Public Schools, 1846 W. Imperial Highway. Los Angeles, CA 90047; phone: 323-872-0808; fax 323-389-4898. www.teachpublicschools.org

Location: TEACH Academy of Technologies, Theater 10000 S. Western Ave Los Angeles CA 90047

Alternate Public Access Locations:

3680 Wilshire Blvd. Los Angeles CA 90010

3740 S Crenshaw Blvd. Los Angeles, CA 90016

1340 W 106th St. Los Angeles, CA 90044

Topic: TEACH Regular Board Meeting Time: Jun 18, 2024 05:00 PM Pacific Time (US and Canada)

and via zoom: Join Zoom Meeting https://teachpublicschools-org.zoom.us/j/86873980392

Meeting ID: 868 7398 0392

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Meeting ID: 868 7398 0392

#### Agenda Purpose Presenter Time Ι. **Opening Items** 5:00 PM Record Attendance **Beth Bulgeron** 2 m Δ Cecilia Sandoval Call the Meeting to Order Β. Cecilia Sandoval 5 m C. Public Comment Ш. 5:07 PM **Consent Items** Consent Items- Items included as Consent Items will be voted on in one motion, unless a member of the Board requests than an item be removed and voted on separately, in which case the Board Chair will determine when it will be called and considered for action. Cecilia Sandoval A. Approve the Board Agenda and the Minutes of Vote 5 m the July 30, 2024 Meeting and the August 27,

2024 Special Meeting

			Purpose	Presenter	Time				
III.	lter	Items for Potential Action 5:12 PM							
	Α.	Fiscal Report	FYI	Richard McNeel	8 m				
	В.	24/25 Charter Impact Contract	Vote	Matthew Brown	2 m				
		Management and Accounting Services Agreemer Impact Inc. (CI). This agreement outlines the serv	of Directors is requested to consider and approve the proposed ht and Accounting Services Agreement between TEACH Inc. and Charter (CI). This agreement outlines the services CI will provide to TEACH Inc. I year 2024-2025, beginning September 1, 2024, and ending June 30,						
	C.	MOU with County of Los Angeles Parks and Recreation	Vote	Matthew Brown	2 m				
		This MOU outlines the terms under which TEACH County Parks facilities, including Jesse Owens Pa events		-					
	D.	Consider and Approve the Board Reporting Calendar	Vote	Beth Bulgeron	5 m				
	E.	Approve the Declaration of Need for Highly Qualified Educators	Vote	Maria Pimienta	4 m				
		The Board of Directors is requested to consider and approve the Declaration of Need for Fully Qualified Educators for the 2024-2025 school year. This declaration is a requirement by the California Commission on Teacher Credentialing (CTC) and is necessary for TEACH Public Schools to obtain emergency permits or limited assignment permits for educators in areas where fully qualified candidates are not available.							
	F.	Resolve to Approve the Assignments Pursuant to Ed Code Section 44256	Vote	Maria Pimienta	5 m				
		The Board of Directors is requested to consider and approve the Employee Assignment Resolution pursuant to Education Code Section 44256. This resolution allows TEACH Public Schools to assign credentialed teachers to serve in subject- matter areas in grades K-12 outside of their credential authorization, provided certain conditions are met.							
	G.	Approve the Membership Agreement with the California Interscholastic Federation	Vote	Frank Williams	3 m				

			Purpose	Presenter	Time		
	H.	Approve the Updated Student and Parent Handbooks and Allow Staff Discretion to Make Non-Material Updates Throughout the Year as Needed.	Vote	Beth Bulgeron	5 m		
		The Student and Parent Handbook update includes an update to the student dress policy to provide more options for student shoes. Staff also requests the board grant staff the opportunity to make non-material updates to the Student and Parent Handbook as needed.					
IV.	Closing Items						
	A.	Upcoming Meeting Date: October 1, 2024 at 5 pm	FYI	Beth Bulgeron	1 m		
	The next Regular Board Meeting is scheduled for October 1, 2024 at 5 pm						
	В.	Adjourn Meeting	Discuss	Cecilia Sandoval			

# Coversheet

# Approve the Board Agenda and the Minutes of the July 30, 2024 Meeting and the August 27, 2024 Special Meeting

Section:II. Consent ItemsItem:A. Approve the Board Agenda and the Minutes of the July 30, 2024Meeting and the August 27, 2024 Special MeetingPurpose:VoteSubmitted by:Related Material:2024\_07\_30\_board\_meeting\_minutes.pdf



# **TEACH** Public Schools

# **Minutes**

**TEACH Regular Board Meeting** 

Date and Time Tuesday July 30, 2024 at 5:00 PM

Location Board Meeting Access Locations CA: Alternate Public Access Locations:

TEACH Elementary 8505 S Western Ave Los Angeles, CA 90047

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TEACH Tech Charter High School 10616 S Western Ave Los Angeles, CA 90047

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3740 S Crenshaw Blvd. Los Angeles, CA 90016

1340 W 106th St. Los Angeles, CA 90044

and Via Zoom:

Topic: TEACH Regular Board Meeting Time: Jul 30, 2024 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting https://teachpublicschools-org.zoom.us/j/85050890095

Meeting ID: 850 5089 0095

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Meeting ID: 850 5089 0095

Find your local number: https://teachpublicschools-org.zoom.us/u/keaMffCUu6

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www.teachpublicschools.org

Location: TEACH Academy of Technologies, Theater 10000 S. Western Ave Los Angeles CA 90047

Alternate Public Access Locations: Topic: TEACH Regular Board Meeting Time: Jun 18, 2024 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting https://teachpublicschools-org.zoom.us/j/82004580755

Meeting ID: 820 0458 0755

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Meeting ID: 820 0458 0755

3680 Wilshire Blvd. Los Angeles CA 90010

3740 S Crenshaw Blvd. Los Angeles, CA 90016

1340 W 106th St. Los Angeles, CA 90044

**Directors Present** A. Dragon (remote), C. Sandoval, J. Lobdell (remote), M. Maye (remote)

# **Directors Absent**

S. Burrows

#### **Guests Present**

B. Bulgeron

#### I. Opening Items

- A. Record Attendance
- B. Call the Meeting to Order

C. Sandoval called a meeting of the board of directors of TEACH Public Schools to order on Tuesday Jul 30, 2024 at 5:00 PM.

#### C. Public Comment

There was no public comment.

#### **II. Consent Items**

#### A. Approve the Board Agenda and the Minutes of the June 18, 2024 Meeting

J. Lobdell made a motion to approve the minutes from June 18, 2024 and the current agenda TEACH Regular Board Meeting on 06-18-24.A. Dragon seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

- J. Lobdell Aye
- M. Maye Aye
- C. Sandoval Aye
- A. Dragon Aye
- S. Burrows Absent

# **III. Items for Potential Action**

#### A. Fiscal Report

Richard McNeel gave a detailed financial report and explained the financial indicators for each school. He noted that the high school was down from the original budget due to enrollment, but carried 330 days cash on hand, the elementary 232 days cash on hand. McNeel reviewed each slide in the attached presentation.

# B. Consider and Approve the Student and Parent Handbooks for TEACH Tech Charter High School, TEACH Academy of Technologies, and TEACH Prep Elementary School.

A. Dragon made a motion to Approve the Student and Parent Handbooks for TEACH Tech Charter High School, TEACH Academy of Technologies, and TEACH Prep Elementary School.

M. Maye seconded the motion.Beth gave an overview of the updates to the handbook.The board **VOTED** to approve the motion.

#### Roll Call

M. Maye AyeS. Burrows AbsentC. Sandoval AyeJ. Lobdell Aye

Roll Call A. Dragon Aye

# C. Consider and Approve the School Safety Plans for TEACH Tech Charter High School, TEACH Academy of Technologies, and TEACH Prep Elementary School.

A. Dragon made a motion to Approve the School Safety Plans for each school.

J. Lobdell seconded the motion.

Beth provided an overview of the updates to the school safety plans. Board member Lobdell asked if local law enforcement was involved in creating the plan. Dr. Carranza and and Mr. Williams explained that they are consulted and the school works closely with law enforcement throughout the year and with Safe Passage.

The board **VOTED** to approve the motion.

#### Roll Call

S. Burrows Absent J. Lobdell Aye C. Sandoval Aye A. Dragon Aye M. Maye Aye

# D. Consider and Approve the 2024-2025 TEACH Employee Handbook

M. Maye made a motion to Approve the 2024-2025 TEACH Employee Handbook.

J. Lobdell seconded the motion.

Dr. Pimienta presented the updates in the Employee Handbook and the roll out to new staff. She explained the handbook is updated annually.

The board **VOTED** to approve the motion.

#### Roll Call

- C. Sandoval Aye
- A. Dragon Aye
- S. Burrows Absent
- M. Maye Aye
- J. Lobdell Aye

# E. Consider and Approve the Updated Job Descriptions for Federally Funded Positions

J. Lobdell made a motion to Approve the Updated Job Descriptions for Federally Funded Positions.

A. Dragon seconded the motion.

Matt Brown presented this agenda item and explained that TEACH Academy will be undergoing a federal audit this year and the job descriptions were cleaned up to provide clarity for each role that is funded through Federal Title Funds. Member Lobdell asked if the positions were new, and Matt explained that they were not. He also asked how the school was selected for an audit and Matt indicated that it was random or cyclical but there was no trigger. The board **VOTED** to approve the motion.

#### Roll Call

- J. Lobdell Aye
- M. Maye Aye
- S. Burrows Absent
- A. Dragon Aye
- C. Sandoval Aye

# F. Consider Purchase of Edmentum Program For High School Chemistry Course

A. Dragon made a motion to Approve the purchase of Edmentum Program for High School Chemistry Course.

J. Lobdell seconded the motion.

Dr. Carranza explained that the school has found it difficult to provide a chemistry teacher and this program provides an online teacher certified to teach Chemistry and the school provides a teacher to monitor the class in person while the students receive instruction online. Board Chair Sandoval asked about the lab requirement for UC and California State college admissions and Dr. Carranza stated the labs were online and the course satisfied A-G requirements.

The board **VOTED** to approve the motion.

#### Roll Call

- J. Lobdell Aye
- C. Sandoval Aye
- A. Dragon Aye
- M. Maye Aye
- S. Burrows Absent

#### G. Consider and Approve the Workplace Violence Policy

- J. Lobdell made a motion to Approve the Workplace Violence Policy.
- A. Dragon seconded the motion.

Dr. Pimienta presented the Workplace Violence Policy and explained it was a new legal requirement. She explained that the new policy formalizes many of the practices that TEACH already had in place and that all staff would be trained on the policy, with specific staff member getting an enhanced training.

The board **VOTED** to approve the motion.

#### Roll Call

- C. Sandoval Aye
- S. Burrows Absent
- M. Maye Aye
- J. Lobdell Aye
- A. Dragon Aye

# H. Consider and Approve the Updated Independent Study Policy

M. Maye made a motion to Approve the Updated Independent Study Policy.

J. Lobdell seconded the motion.

Matt Brown presented the updates to the Independent Study Policy and described the two specific changes in the law including the asynchronous learning and short term extension to 15 days.

The board **VOTED** to approve the motion.

# Roll Call

S. Burrows Absent A. Dragon Aye J. Lobdell Aye C. Sandoval Aye M. Maye Aye

# I. Consider the Board Reporting Calendar

Beth presented the draft of the Board Reporting Calendar and explained it was intended to support the board to look at the financial, academic and operational health of the schools consistently throughout the year. She explained that it would be up for a vote at the next meeting.

# J. Introductions to Sione Thompson, CSI Coordinator for TEACH Academy of Technologies

Beth introduced Sione Thompson and then he introduced himself to the board and explained his role as the CSI Coordinator and his impressions so far. Board Member Lobdell asked about his most recent positions and Thompson responded that he was the ED in Las Vegas and also described the two positions he held prior to that. The board welcomed him aboard.

# K. Discuss LAUSD Oversight Reports for TEACH Tech Charter High School, TEACH Academy of Technologies, and TEACH Prep Elementary School

Dr. Carranza shared and explained the school oversight reports to the board. The board expressed concern and asked about the unsatisfactory score of 1 for the middle school academics. Carranza explained how the score was calculated. The board pressed Carranza for how he intends to raise the score. Principal Bridgette Brown explained that one key strategy was to measure the implementation of some of the existing systems that have been applied unevenly in the past and she predicted that adherence to the systems will produce immediate gains. The board asked about professional development and Dr. Carranza explained that the principals were responsible for their own PD and the CMO provided some of the system-wide pd. Board Chair Sandoval asked about diagnostic assessments Carranza indicated that he will share benchmark and assessment calendars with the board.

#### L. CEO Report

Dr. Carranza gave his CEO report and thanked the board and noted that several board members attended the National Charter School Conference. He gave highlights from each department and stated that this academic year was critical for the elementary because of renewal. He stated that this was Rhree's eleventh year with TEACH. He also shared with the board that the first day of instruction is August 12th and they are all welcome to visit.

# M. Closed Session to Consider the Appointment, Employment and Evaluation of the CEO

J. Lobdell made a motion to Go into closed session to consider the appointment,, employment and evaluation of the CEO.

M. Maye seconded the motion.

The board approved the motion to go into closed session. Upon return from closed session, the board reported that no action was taken.

The board **VOTED** to approve the motion.

#### Roll Call

- J. Lobdell Aye
- M. Maye Aye
- C. Sandoval Aye
- A. Dragon Aye
- S. Burrows Absent

#### **IV. Closing Items**

#### A. Upcoming Meeting Date August 27, 2024

The next meeting is August 27, 2024 at 5 pm.

#### B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:18 PM.

Respectfully Submitted, C. Sandoval

# Coversheet

# 24/25 Charter Impact Contract

Section: Item: Purpose: Submitted by: Related Material: III. Items for Potential Action B. 24/25 Charter Impact Contract Vote

CI Contract FY24-25-TEACH\_8.15.24.docx



# CHARTER IMPACT, INC.

# MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT

This agreement (the "Agreement") is entered into as of September 1, 2024 (the "Effective Date") by and between Charter Impact, Inc. ("CI"), and TEACH Inc. ("Client").

# ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A, B and C attached hereto and incorporated herein by this reference (the "Services").

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

# ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning September 1, 2024, and ending June 30, 2025. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 30 days before the expiration of any term of his or her or its intention not to renew.



# **ARTICLE 3. COMPENSATION AND EXPENSES**

### Section 3.01. Fees.

<u>Business Management Services</u>: For services in Exhibit A, the Client will pay CI a fee equal to \$233,604 per year. Annual fees will escalate three percent (3%) per year beginning July 1, 2025 or at a rate equal to California's annual COLA increase, whichever is lower. The services outlined in Exhibit A include support for the following entities: TEACH Public Schools; TEACH Foundation, Inc; TEACH Academy of Technology; TEACH Tech High School; TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School; Wooten Avila, LLC; C & M LLC.

<u>Purchase Order, Budgeting, and AP Software</u>: For the use of Procurify software suite, Client will pay CI a fee of \$16,000 annually plus a one-time implementation fee of \$3,500.

<u>Payroll Processing</u>: For services in Exhibit B, the Client will pay CI a fee of \$22 per Client employee per month.

<u>Student Data Services</u>: For services in Exhibit C, the Client will pay CI a fee of \$37.50 per student per year.

<u>Rush Check Processing (optional)</u>: Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of \$75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

<u>Other Services</u>: For other services requested by Client outside of the items included in Exhibit A, B or C, the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed \$500, without written approved by Client before being incurred, unless Client elects to reimburse CI after the fact.



Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management, starting July 1st, 2021 and will CI will automatically update the amount based on 1/12<sup>th</sup> of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. Student Data, Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. Payroll processing fees will be invoiced upon processing of the payroll. CI will automatically prepare a check from Client on the invoice date for payment from Client. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B and C. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

# ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.



Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

# ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client's exclusive remedy for defective Services is reperformance of the Services by CI at CI's expense, subject to CI's confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

# ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$50,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.



# ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

(a) In the public domain or is otherwise considered public information; or

(b) Part of CI's prior knowledge; or

(c) Learned from a third party without the breach of a confidential relationship with Client.

# **ARTICLE 8. OBLIGATIONS OF CLIENT**

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.



Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.
- (*iii*) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

- (*i*) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.
- (*ii*) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.



Section 8.06. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

- (*i*) Client is responsible for taking daily attendance records compliant with the California Education Code Statutes. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.
- (*ii*) If applicable, Client is responsible for summarizing daily attendance into 20 day attendance reports to be submitted to CI within 2 business days of the last day in the 20 day period.

Section 8.07. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client' books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the offer of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.



# **ARTICLE 9. AGENCY**

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

#### ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.



# ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

# ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

# ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.



# **ARTICLE 14. TERMINATION**

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within sixty (60) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

(a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.

(b) CI's failure to complete the services specified in Article 1.

(c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.



# ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

- <u>Resolution Sequence</u>. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties which must take place within thirty days of receipt by one party of a claim of a Dispute CI and Client will submit the Dispute to non-binding mediation in Los Angeles County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act
- b. <u>Arbitrator</u>. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- C. <u>Rules and Expenses</u>. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration as the rules of the selected ADR firm provide.
- *d.* <u>Limitation on Actions</u>. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.



# ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.



Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

[signature page to follow]



Accepted and Agreed, as of the Effective Date first written above:

TEACH INC.

Signed:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **CHARTER IMPACT, LLC**

By \_\_\_\_\_ David Lueck, President & CEO



# EXHIBIT A

# SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES

#### 1. IMPLEMENTATION AND TRAINING

- a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
- b. Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
- c. Review existing contracts for terms, requirements and school responsibilities
- d. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
- e. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.
- f. Provide training to new and/or existing board members on:
  - i. Charter school funding including drivers, calculations, restrictions and cash flow timing,
  - ii. Reading and interpreting financial reports, and
  - iii. Internal controls and the board's responsibility for oversight and maintenance

#### 2. ACCOUNTS PAYABLE PROCESSING

- a. Review all invoices sent to Charter Impact for proper approval and coding
  - i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
- b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
- c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
- d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (\*additional processing fees apply).
- e. Complete 1099s for all independent contractors.
  - i. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.



# 3. ACCOUNTS RECEIVABLE PROCESSING

- a. Monitor the receipt of State approved ADA funding amounts and verify balances paid are correct
- b. Work directly with governmental agencies to resolve any issues or discrepancies identified
- c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP
- d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

# 4. BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE

- a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
- b. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
- c. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

# 5. CASH MANAGEMENT

- a. On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
- b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
- c. Plan and manage payment of outstanding debt as needed
- d. Prepare all financial reporting necessary for renewal of loans or lines of credit
- e. Present line of credit status to board and obtain board resolutions as needed
- f. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
- g. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

# 6. MONTHLY FINANCIAL REPORTING

- a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
- b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
- c. Offer a menu of report options for the monthly financial reports including, but not limited to:
  - i. Monthly summary by financial section with bulleted highlights for presentation purposes
  - ii. Monthly Cash Flow Forecast and comparison to approved budget
  - iii. Budget vs. Actual Report (both current month and year-to-date)



- iv. Schedule of Revenue and Expenses by Period
- v. Comparative Statement of Financial Position
- vi. Combining/Consolidating Statements of Activities and Financial Position
- vii. Statement of Cash Flows (both current month and year-to-date)
- viii. Accounts Payable/Receivable Aging
- ix. Check Register(s)
- x. General Ledger Detail
- xi. Other customized reports as requested by the school, executive team or board
- d. On a monthly basis, review and present the financial package with the school staff and/or board members to assess the current fiscal condition of the school
- e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system
- f. On an as needed basis, provide or present financial information or training to lenders, board members, community members, parents or other external parties as requested by the school.

# 7. COMPLIANCE AND GRANT REPORTING

- a. Support school with LCAP development, including preparation of the budget, ensuring adherence to Supplemental and Concentration funding requirements and integrating the LCAP budget into the overall school operating budget
- b. Assist the school with grant applications including the development of grantspecific budgets as well as school long-term projections
- c. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- d. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions
- e. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance

# 8. CHARTER AUTHORIZER SUPPORT

- a. Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to: Prepare regular financial reporting (budget and interims)
- b. Provide ad hoc financial documents and reports as requested
- c. Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
- d. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the LCFF with assumptions.



# 9. ANNUAL BUDGET CREATION AND REVISIONS

- a. Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
- b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
- c. Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

# 10. AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS

- a. Maintain electronic records of all transaction support
- b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees
- c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes

# 11. TAX PREPARATION AND SUPPORT

- a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers
- b. Prepare and report sales and use tax returns
- c. Provide any and all information necessary for the preparation and submission of Form 990. *Payroll tax reporting is included in the payroll processing Exhibit B below.*

# 12. STRATEGIC PLANNING

- a. Work with school management and the Board of Directors to develop longterm strategies to ensure the school's prosperity
- b. Provide second opinions and act as sounding board for school management and the Board on business and financial matters



# EXHIBIT B SCOPE OF WORK: PAYROLL SERVICES

# 1. PAYROLL PROCESSING

- a. Provide support and assistance with the creation of internal processes and procedures, forms, and tracking systems
- b. Provide minimum wage guidance and support for compliance with state labor laws
- c. Assist in the development of a payroll schedule that is compliant with state labor laws and consistent with employee contracts
- d. Research staff with CalSTRS and CalPERS to ensure proper membership is established based on retirement regulations
- e. Ensure proper STRS & PERS forms are provided to staff when applicable
- f. Complete the new hire setup and existing staff setup in the payroll system
- g. Create and assign employee earning, deduction, and benefit codes to be in compliance with retirement and tax regulations
- h. Ensure all timesheets within the payroll system have been approved by managers for processing
- i. Assist with paid time off audits and make corrections in the payroll system
- j. Assist with Benefit audits to ensure correct medical deductions are being taken
- k. Assist with Verification of Employment paperwork
- 1. Process payroll, and supplemental payroll runs as needed for:
  - (1) Involuntary terminations
  - (2) Voluntary termination without notice
  - (3) Scheduled bonuses/stipends
  - (4) Additional unscheduled/emergency payroll runs
- m. Oversee garnishments are handled and paid by the payroll system
- n. Ensure that all other retirement deductions such as 403b, 457, 401a, etc. are processed and submitted to the third-party administrator in compliance with state and federal laws
- o. Review payroll taxes processed and paid by the payroll system
- p. Review quarterly tax returns for all agencies
  - i. Federal 941
  - ii. State DE9 & DE9C
- q. Oversee year end W-2 and W-3 process
- r. Provide payroll processing reports as needed
- s. Assist with general payroll related questions
- t. Work with the payroll provider to setup the coding to track expenses related to restricted grants, LCAP, multiple school sites, etc
- u. Work directly with the payroll provider to create a payroll journal entry to record detailed payroll expenses

# 2. RETIREMENT REPORTING

- a. Process and submit monthly STRS and PERS reports to the third-party administrator or directly to CalSTRS and CalPERS
- b. Submit payment via ACH or live check within the timeframe as requested



- c. Work directly with the County Office of Education and CalSTRS/CalPERS related to questions and required supplemental reporting such as:
  - i. F496 files to SEW (if applicable)
  - ii. Newly elected or mandatory qualified members into the CalSTRS and CalPERS websites
  - iii. Ensuring the proper forms are completed and distributed such as the Permissive Election ES350 form
  - iv. Entering corrections from payroll to CalSTRS/CalPERS and sending corrections to payroll as needed
- d. Provide ongoing updates to Client administrative staff regarding:
  - i. Processes and procedures related to retirement programs
  - ii. Changes to eligibility and classification
  - iii. Compensation limits
  - iv. Rate changes
- e. Monitor and manage CalSTRS and CROWE audits
- f. Manage internal retirement audits, corrections, and reconciliations



# EXHIBIT C SCOPE OF WORK: STUDENT DATA SERVICES

### 1. CALPADS REPORTING

- a. Reconcile all attendance data on a monthly basis
- b. CALPADS Fall 1 Data submission, including SSID Enrollment, Student Information Record, English Learner Program Record and Student Program Records
- c. CALPADS Fall 2 Data submission, including Staff Assignment, Staff Demographics, Course Section and Student Course Section
- d. CALPADS EOY 1-3 submission, including Student Discipline, Student Waiver, Student CTE and Student Absence
- e. Maintain monthly enrollment synchronization with CALPADS and SIS retrieval
- f. Report CALPADS anomalies to school management
- g. Report development, including transcripts, report cards and custom reports

# 2. ATTENDANCE TRACKING AND REPORTING

- a. Monthly attendance reconciliation
- b. Independent Studies setup
- c. Revised monthly submission
- d. Attendance audit report tracking
- e. Monthly ADA calculation
- f. Prepare Monthly, P-1, P-2 and Annual attendance reports from schoolprovided records, and submit to the chartering agency
- g. Attendance alerts
- h. Report all requisite attendance data to the charter authorizer and State agencies

# 3. STUDENT INFORMATION SYSTEM (SIS) SUPPORT

- a. Conduct multiple trainings for various school staff as needed:
  - i. Initial product training, including but not limited to system navigation, student and staff account management, student scheduling task management, and import and export of data and reports
  - ii. Client Counselor and Registrar/Office Manager trainings on system components, including but not limited to entering and managing historical grades, graduation progress tracking, student demographic data entry (including state required fields), parent/emergency contact data entry, and data quality checks to run student data audits/exception reports to identify missing data.
  - iii. SIS trainings as needed for school staff on entering attendance, attendance changes, and running attendance reports, working with attendance data grid, truancy reports/letters, and attendance audits.
  - iv. PowerLunch, Admin and PowerTeacherPro trainings
- b. System Setup Assist with Beginning of Year and End of Year tasks such as:
  - i. importing student records, create years/terms, final grade setup, create sections, etc.



- ii. Configure bell schedules and calendars that mirror regular, minimum and assembly day bell schedules
- iii. Configure adequate attendance, incident, entry and exit codes that capture data at a desired level of granularity
- iv. Track student activities such as: Independent Studies, Basketball team, academic decathlon, etc.
- v. Setup teacher grading environment via grade scales, assignment categories, standards, teacher comments, etc.
- vi. Perform System Administrative tasks such as integration with 3rd party software providers, maintain security groups and new school setup.

### 4. DATA AND ANALYSIS

- a. Generate standard reports based on available data in support of multiyear and subgroup analysis of CAASPP, English Learner, graduation rates, suspension rates, college/career readiness and chronic absenteeism data
- b. Perform ongoing data validation to find and flag missing or incorrect data for correction purposes
- c. Correlation analysis to validate or invalidate assumptions or expected academic achievement impact
- d. Generate grade distribution report by section, teacher and/or course names
- e. Produce English Learner reclassification candidate list based on available data and school criteria
- f. Benchmark data analysis in support of identifying reteaching opportunities
- g. Create perfect attendance, at-risk of chronic absenteeism, attendance rates by subgroups reports



# EXHIBIT D HOURLY RATES

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior	\$175.00
Director	\$200.00
Executive	\$250.00

Charter Impact Management & Accounting Services Agreement Page ix

# Coversheet

# MOU with County of Los Angeles Parks and Recreation

Section:III. Items for Potential ActionItem:C. MOU with County of Los Angeles Parks and RecreationPurpose:VoteSubmitted by:Kelated Material:Master MOA Charter and Private School- Teach Public Schools- DPR2024000066.pdf

### MASTER MEMORANDUM OF AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE TEACH PUBLIC SCHOOLS FOR SCHOOL-SPONSORED RECREATION

This master memorandum of agreement ("<u>MOA</u>" or <u>"Agreement"</u>) is effective as of\_\_\_\_\_\_, 2024 ("<u>Effective Date</u>") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("<u>County</u>") and the Teach Public Schools, a School California nonprofit public benefit corporation organized and existing under the laws of the State of California ("<u>School</u>") (collectively, the "Parties").

# RECITALS

WHEREAS the County through its Department of Parks and Recreation ("<u>DPR</u>") owns, operates, manages, and maintains parks, trials, aquatic and sports facilities, community centers, lands, and other real property ("<u>DPR Property</u>") for the provision of recreational and community services.

WHEREAS the School is a California nonprofit public benefit organization that operates local charter K-12 schools in Los Angeles County;

WHEREAS the County owns certain real property located at 9651 S. Western Ave., California currently known as Jesse Owens Community Regional Park (the "**Park**"). The County owns, operates, and maintains the Park and its grounds, consisting of approximately 19.1 acres developed park and open area;

WHEREAS the Board of Supervisors of the County (**"Board"**) has authority to let or license the use of its real property to school organizations for the purpose of conducting athletic events participated in by such schools and for public and recreation purposes pursuant to Government Code section 25907.

WHEREAS on February 23, 2021, the Board approved new fees and revisions to existing parks and recreation fees that do not exceed the cost of service, which are periodically updated.

WHEREAS, pursuant to Education Code sections 17604 and 81655, contracts with school district and community college districts are not valid and enforceable unless approved and ratified by the partnering school or District Board. School shall be required to submit proof of Board approval or ratification of the agreement before commencing use of County property.

WHEREAS, the School desires to use DPR Property, including the Park, for short-term school-sponsored activities on the terms and conditions set forth herein.

WHEREAS the County and the School desire to enter into this Master MOA to permit the School and its schools to utilize DPR Property, including the Park, during the term of this Master MOA.

NOW THEREFORE, in consideration of the covenants hereinafter contained, School and County agree as follows:

- 1. <u>**Term.**</u> The initial term of this MOA shall be that one year period beginning on the **Effective Date**, unless terminated earlier as provided herein. School shall have the option to request an extension of the term for four years totaling not more than five years subject to the terms of Paragraph 2 below.
- 2. **Option to Extend.** On or prior to the date which is three (3) months before the term expiration date, provided School shall not then be in Default (as defined herein) under the provisions of this MOA, the School may request to exercise an option to extend this MOA for an additional term of up to four (4) one-year periods by providing written notice to County. If School fails to exercise its option as provided for herein, this MOA shall expire upon the original term expiration date. Upon receipt of a request to extend the term, the County, at its sole discretion, may extend the initial term for the period of the additional term upon the same terms and conditions (however, updated to reflect the County's Insurance and Indemnification requirements at the time of extension as applicable) of this MOA, except that County may elect to modify the rental fees. Should County not approve the extension, or impose an additional or higher fee, County shall notify the School as soon as possible, but no later than one (1) month before the term expiration date.

**Permission Granted**. County hereby agrees to allow for use of Use Areas (as defined below) by School on the terms and conditions set forth herein.

- 3. Use Areas. Area composed of the County-owned Park for the School's recurring use for P.E. and sport practices as more specifically described in Exhibit A attached hereto and incorporated herein or single-day use any other area of DPR Property approved by DPR for School's use on a request-by-request basis. School hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Use Areas, and covenants and agrees never to assail, contest or resist said title.
- 4. School Use. The School shall have the right to use the Use Area as described in Exhibit A. The parties shall cooperate to update Exhibit A annually or more frequently, as needed. The School may reserve additional single-day use of DPR Property through the DPR online reservation system Activenet. All single-day reservations are subject to availability. DPR in its sole discretion may place conditions and/or restrictions upon School's use of DPR Property. The School agrees that any and all use of DPR Property by School, including recurring use described in Exhibit A and/or single-day use reserved through Activenet, shall be subject to the terms and conditions of this MOA.
- 5. **<u>Compliance with Law</u>**. School shall, at School's sole cost and expense, comply

with all statutes, ordinances, orders, and regulations now or hereafter made by any federal, state, county, local or other governmental agency, including the latest public health orders in effect as set forth by the Los Angeles Department of Public Health. If any license, permit or other governmental authorization is required for the lawful use or its own occupancy of DPR Property or any portion of the Park or Use Areas related to School's use, School shall procure and maintain it, at School's sole cost and expense, throughout the term of this MOA.

- 6. CEQA Compliance. The proposed use of DPR Property by School under this MOA is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the common sense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines § 14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involves the operation of an existing public facility with negligible or no expansion of its existing use or consists of minor leasing of existing facilities.
- 7. Notices.

Address for Notices:

School: Teach Public Schools **TEACH Public Schools:** 10600 S. Western Ave., LA, CA, 90047 Attn: Shawnna Lawson Email: slawson@teachps.org Phone: 213-800-1648

County/DPR: Ruben Lopez, Division Chief of Contracts and Procurement Department of Parks and Recreation 1000 South Fremont Avenue, Unit #40 Building A-9 West, 2<sup>nd</sup> Floor Alhambra, CA 91803 (626) 588-5278 RLopez@parks.lacounty.gov

or such other place in California as may hereinafter be designated in writing respectively by School or County

Park Site Contacts:

# School: TEACH Public Schools

10600 S. Western Ave. Los Angeles, CA, 90047

Attn: Shawnna Lawson email: slawson@teachps.org phone: 213-800-1648

County:

Park Contact- Jacqueline Richardson Park Name- Jesse Owens Community Regional Park Park Address- 9651 South Western Ave. Los Angeles, CA 90047

Attn:Jacqueline Richardson- Park Supervisoremail:jrichardson@parks.lacounty.govphone:(323) 241-6704

### 8. Consideration.

County will charge School monthly for the School's use of the Use Area according to the current fee schedule attached hereto and incorporated as **Exhibit B.** 

For recurring and single-day use by K-12 schools of the Use Areas for schoolsponsored athletic activities, excluding Physical Education classes and aquatics use, School will pay a 25 percent discounted rate offered to Community Partner/Schools according to the current fee schedule as shown in Exhibit B.

In lieu of rental fees for school-sponsored athletic activities, at the sole option of the County, the School may provide the following direct contributions to DPR that are roughly equivalent to the fair market value of the amount of rental fees incurred for School's recurring use of Use Area:

- Funding for Programs and/or Projects
- In-Kind Goods and Services
- Parks and Recreation Facility Maintenance

For all other educational institutions and for K-12 schools other uses\_(e.g., aquatics use, physical education, tournaments, fundraising events, picnics,

graduations, etc.) the School and its Schools will pay the full rental fee according to the current fee schedule as shown in Exhibit B.

In addition, school use outside of standard operating park hours and usage of indoor facilities will require an additional charge for staff time based on County's annual salary rates. County may, in its sole discretion, modify use fees so long as the fees do not exceed the costs of service.

**Maintenance.** County shall have no obligation to alter, remodel, improve or repair the Use Areas or improvements within the Use Areas. School and County are each responsible for ensuring that the Use Areas are restored to good, clean condition and restore the Use Areas to the original condition or better.

# [USE IF APPLICABLE]

School is hereby required to provide maintenance services for Multipurpose Fields during the DAYS/TIMES OF RECURRING USE, including, but not limited to, trash pick-up and litter removal as more specifically described in **Exhibit A**.

- 9. <u>Advertising Materials, Signs and Publicity.</u> With the exception of any signs currently located or used in the Use Areas, and any maintenance or replacement thereof, School shall not post any additional signs upon the Use Areas without the Director's or designee's prior written consent. School may place temporary directional signs, as approved by Director or designee, around the Use Areas during the time period of School's Use, so long as all such temporary signage is removed at the end of the business day during regular operations. School shall not promulgate nor cause to be distributed any advertising, or promotional materials referencing the County of Los Angeles Department of Parks and Recreation or any DPR facilities or parks unless prior written approval thereof is obtained from Director or designee. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts.
- 10. <u>Safety</u>. School shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury resulting from School's use of Use Areas. School shall cooperate fully with the County in the investigation of any injury or death occurring on the Use Areas, including a prompt verbal and written notification to the Director or the designated County representative on-site.
- 11. <u>Damage and Destruction</u>. School shall assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary, or vandalism to any and all of School's equipment, materials, tools, and vehicles owned hired, leased, or used by School within DPR Property, including within the Park and/or Use Areas, except to the extent that such damage or destruction and loss result from willful misconduct of County. School shall repair or replace, to the satisfaction of County, any and all

County property lost, damaged, or destroyed as a result of School's activities and/or use of DPR Property, including the Park and/or Use Areas. Should School fail to promptly make repairs or replacements to County's satisfaction, County may have these repairs made at School's sole cost and expense.

- 12. <u>School Supervision.</u> School shall provide adult supervision of students at all times when students are present in DPR Property, including in the Park and/or Use Areas.
- 13. <u>American with Disabilities Act (ADA)</u> DPR is dedicated to providing people with and without disabilities the opportunity to participate in DPR programs together. The ADA is federal legislation that gives civil rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications. School shall be responsible for providing reasonable accommodations for School's students, staff, volunteers, parents, and invitees in compliance with all applicable laws and regulations to the extent possible, including the ADA.
- 14. <u>Waiver of Liability</u>. School shall include County in the exculpatory clause on any waiver of liability or release of liability agreement used by School related to its use of DPR Property.
- 15. Indemnification. To the fullest extent permitted by law, School shall indemnify, defend and hold harmless County and its Special Schools, elected and appointed officers, employees, agents, representatives and volunteers ("County Indemnitees") from and against any and all liabilities, damages of any kind (including without limitation personal injuries, property damages, special and consequential damages), losses, demands, claims, actions, fees, costs and expenses, including without limitation attorneys' fees, expert fees and expenses of any nature whatsoever arising out of or related to: (1) School's (including its elected and appointed members, officers, employees, consultants, contractors, vendors, invitees, agents, representatives and volunteers) use of, or acts, omissions or negligence concerning, the DPR Property including without limitation the Park and/or Use Areas; (2) events at DPR Property organized by School (including such events organized by its elected and appointed members, officers, employees, consultants, contractors, vendors, invitees, agents, representatives and volunteers) including without limitation events which encompass multiple schools or school Schools; and/or (3) this Agreement, except for any such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees. To the extent waivable pursuant to applicable law, the indemnification obligations hereunder shall not be subject to or barred by any statutory immunities and shall not be limited in any way by a statutory limitation on amount or type of damages. Any legal defense pursuant to School's indemnification obligations under this Paragraph 16 shall be conducted by School

and performed by counsel selected by School and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in and control any such defense. The terms of this paragraph shall survive the termination or expiration of this Agreement.

16. <u>Insurance</u> – During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. School shall purchase commercial insurance to satisfy its insurance requirements herein. School, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the Required Insurance provisions for Workers Compensation and Property Insurance. No insurance shall contain any exclusion for claims based on alleged civil rights violations.

<u>General Insurance – School Requirements</u>: Without limiting School's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, School shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Article 17, "General Insurance" and the "Insurance Coverage Requirements – Types and Limits" Sections of this Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon School pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the School for liabilities which may arise from or relate to this Agreement.

**Evidence of Coverage and Notice to County:** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the School's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing use of DPR Property under this Agreement.

- i. Renewal Certificates shall be provided to County not less than 10 days prior to School's policy expiration dates. County reserves the right to obtain complete, certified copies of the School and/or Sub-Contractor insurance policies at any time.
- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match School's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand

(\$50,000.00) dollars, and list any County required endorsement forms.

iii. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the School, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation Attention: Ruben Lopez Chief of Contracts and Procurement 1000 South Fremont Avenue, Unit #40, Building A-9 West Alhambra, California 91803

iv. School also shall promptly report to County any injury or property damage, accident, or incident, including any injury to a School employee occurring on DPR property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to School. School also shall promptly notify County of any third-party claim or suit filed against School or any of its Sub-Contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against School and/or County.

Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Schools, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under School's General Liability policy with respect to liability arising out of School's use of DPR Property. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the School's acts or omissions, whether such liability is attributable to the School or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured provisions herein.

**Cancellation of or Changes in Insurance**. School shall provide County with, or School's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

**Failure to Maintain Insurance.** School's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County may immediately suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from School resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to School, deduct the premium cost from sums due to School or pursue reimbursement from School.

**Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

<u>School's Insurance Shall Be Primary.</u> School's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to School. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any School coverage.

<u>Waivers of Subrogation.</u> To the fullest extent permitted by law, School hereby waives its and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or related to this Agreement. School shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

<u>Sub-Contractor Insurance Coverage Requirements.</u> School shall include all Sub-contractors as insureds under School's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. School shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and School as additional insureds on the Sub-Contractor's General Liability policy. School shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**Deductibles and Self-Insured Retentions (SIRs).** School's policies shall not obligate the County to pay any portion of any School deductible or SIR. The County retains the right to require School to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing School's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**<u>Claims Made Coverage.</u>** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. School understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.

<u>Application of Excess Liability Coverage.</u> County may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

<u>Separation of Insureds.</u> All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

<u>County Review and Approval of Insurance Requirements.</u> The County reserves the right to review and adjust the Required Insurance provisions conditioned upon County's determination of changes in risk exposures.

# **INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS**

**<u>Commercial General Liability</u>** insurance, naming County and its Agents as an additional insured, with limits of not less than the following:

**Note:** Commercial General Liability insurance limits vary depending on the School's activities in the County park. The higher limits apply if the School engages in both types of activities listed below.

I.	Limits required when School uses DPR Property, including the Park, for short-term school-sponsored activities other than pool usage:		
	General Aggregate:	\$ 4 million	
	Products/Completed Operations Aggregate:	\$ 2 million	
	Personal and Advertising Injury	\$ 2 million	
	Each Occurrence:	\$ 2 million	

II. Limits required when School's short-term school-sponsored activities include pool usage:
 General Aggregate:
 Products/Completed Operations Aggregate:
 Personal and Advertising Injury
 Each Occurrence:
 \$ 5 million

<u>Automobile Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of School's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

<u>Workers Compensation and Employers' Liability</u> insurance or qualified selfinsurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If School will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to School's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

<u>Sexual Misconduct Liability</u> Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**Property Coverage:** School given exclusive use of County owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on School's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- 17. <u>Licenses/Permits</u>. The County shall be entitled to issue licenses and/or permits for the temporary use of the Use Areas by community groups, organizations and members of the public, and to charge or waive fees for the use thereof at will; provided, such licenses or permits do not conflict or interfere with School's use as provided in Section 5. School shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Use Areas by County.
- 18. <u>School's Default.</u> School shall be in material default of any of its obligations under this Agreement if School fails to observe and perform School's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to School. Failure to provide written notice of noncompliance of the terms or conditions by County shall not constitute a waiver of the terms or conditions.
- 19. <u>County's Remedies</u>. In the event of any default by School as described in Section 19 above, subject to all applicable laws that may restrict remedies against a school, including, but not limited to, restrictions within the California Education Code, County's may, in addition to any other rights or remedies at law or in equity, terminate this Agreement.

- 20. Independent Status. This MOA is by and between County and School. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and School. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigs any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOA. School understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of School pursuant to this MOA.
- 21. <u>Notices</u>. All notices, demands, and communications between School and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or School at the addresses shown in Paragraph 6 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 8. Either party may, by notice to the other given pursuant to this Section 22, specify additional or different addresses for notice purposes.
- 22. <u>Employees</u>. All references to the "School" herein are deemed to include the School's employees, agents, contractors, apprentices, volunteers, and anyone allowed under written contract with School to access DPR Property, including the Park and/or Use Areas.
- 23. <u>Limitations</u>. It is expressly understood that in granting the right to use said DPR Property, including the Park and/or Use Areas, no estate or interest in real property is being conveyed to the School, and that the right to use is only a nonexclusive, revocable, and unassignable permission to use DPR Property, including the Park and/or Use Areas, in accordance with the terms and conditions of this MOA.
- 24. <u>Entire Agreement</u>. This MOA contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and School.
- 25. <u>Severability</u>. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- 26. <u>Amendments</u>. The terms of this MOA may be amended by the Director or her designee upon mutual agreement of County and School subject to approval or ratification by the Governing Board of the School.

- 27. **Power and Authority**. The School hereby acknowledges that it has the legal power, right and authority to enter into this Agreement, and to comply with the provisions hereof. The individuals executing this Agreement on behalf of any legal entity comprising School hereby represent that they have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement. This Agreement is not a valid or enforceable obligation unless and until it has been approved or ratified by motion of the Governing Board of the School duly passed and adopted (**see Exhibit C**).
- 28. <u>**Counterparts.**</u> This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
- 29. **PDF Signature as Original.** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this Agreement.
- 30. <u>Assignment</u>. This MOA is personal to the School, and any attempt to assign or transfer same in whole or part without County's prior written consent shall immediately terminate all of School's rights hereunder.
- 31. <u>Authority to Stop</u>. In the event that an authorized representative of County finds that School's activities on DPR Property, including the Park and/or Use Areas, unnecessarily endanger the health or safety of persons on or near said DPR Property, including the Park and/or Use Areas, the representative may require that said activities cease immediately and that School's activities cease, or until such be immediately suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
- 32. <u>Termination</u>. This Agreement may be terminated at any time without cause for any reason or no reason at all at the option of County or School by giving thirty (30) days' notice of termination. The Agreement may be terminated by the mutual agreement of the Parties at any time, upon terms and conditions agreed to by the Parties.
- 33. <u>Restoration of DPR Property</u>. Upon any termination or expiration of this Agreement, School shall surrender the Use Areas in a neat and clean condition to the satisfaction of County, remove School's property therefrom, and restore the Use Areas to the reasonable satisfaction of County, normal wear and tear excepted. If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Use Areas at the sole expense of School.
- 34. <u>Alteration of Premises</u>. Prior to accessing the Use Area(s), School has examined the Use Area(s) and knows the condition thereof. School accepts the Use Areas in the present state and condition and waives any and all demand upon

the County for alteration, repair, or improvement thereof. All betterments to the Use Areas shall become the property of County upon the termination or expiration of this Agreement.

- 35. <u>County Lobbyist Ordinance</u> School is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
- 36. <u>Conflict of Interest.</u> No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by School or have any other direct or indirect financial interest in this Agreement.
- 37. Solicitation of Consideration. It is improper for any officer, employee, or agent of County to solicit consideration, in any form, from a School with the implication, suggestion or statement that the School's provision of consideration may secure more favorable treatment for School in the award of the Agreement or that School's failure to provide such consideration may negatively affect the County's consideration of School's submission. A School shall not offer to or give, either directly or through an intermediary, consideration, in any form, to an officer, employee or agent of County for the purpose of securing favorable treatment with respect to the award of an Agreement. School shall immediately report any attempt by an officer, employee or agent of County to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.
- 38. <u>Nondiscrimination</u>. School and all others who from time to time may use DPR Property, including the Park and/or Use Areas, described herein with the permission of County and on the terms and conditions specified herein shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.
- 39. <u>Compliance with the County's Smoking Ban Ordinance</u>. Smoking shall be prohibited at all parks, except:

a. Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

b. Smoking shall be permitted within the Use Areas, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the subject DPR park/facility).

# 40. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD **SUPPORT COMPLIANCE PROGRAM** School acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting School's duty under this Agreement to comply with all applicable provisions of law, School warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

# 41. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

School acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf). The School further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the County Policy of Equity (CPOE). The School, their employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of School, their employees, or subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject School to termination of contractual Agreements as well as civil liability.

# 42. Public Records Act

Any documents submitted by School and all information obtained in connection with this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court

of competent jurisdiction.

- 43. <u>Transfer of Title/Park Transfer</u>. In the event County transfers title of the Park and the licensed Use Areas to a newly-formed or existing governmental agency, this Agreement shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event County transfers title of the Park to a newly–formed or existing governmental agency. In the event County closes the Park this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to School upon any consideration by the County of the possibility of transferring or closing the Park. County shall provide School with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.
- 44. <u>Survival of Covenants</u>. The covenants, agreements, indemnities, representations, and warranties made herein are intended to survive the termination of the Agreement.
- 45. <u>Governing Law and Forum</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

(Signature pages follow)

**IN WITNESS WHEREOF,** the School, by order of its Governing Board, has caused this Agreement to be duly executed on its behalf, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Director of Parks and Recreation thereof, as of the day, month and year first written above.

# TEACH PUBLIC SCHOOLS

A California nonprofit public benefit corporation organized and existing under the laws of the State of California

By: \_\_\_\_\_ [BOARD MEMBER] Date: \_\_\_\_\_

[NOTE: IF BOARD MEMBERS DO NOT SIGN, NEED TO SHOW DELEGATED AUTHORITY]

\_\_\_\_\_

By: \_\_\_\_\_\_ [BOARD MEMBER] Date: \_\_\_\_\_

# COUNTY OF LOS ANGELES

Department of Parks and Recreation

Ву:\_\_\_\_\_

Date:\_\_\_\_\_

Norma E. García-González Director

# **APPROVED AS TO FORM:**

DAWYN R. HARRISON County Counsel

By:\_\_\_\_\_ Deputy Counsel

Date:\_\_\_\_\_

# Coversheet

# Consider and Approve the Board Reporting Calendar

Section:	III. Items for Potential Action
Item:	D. Consider and Approve the Board Reporting Calendar
Purpose:	Vote
Submitted by:	
Related Material:	Board Reporting Calendar 2024-2025 - Sheet1.pdf

	June 2024	July 30, 2024	August 27, 2024	October 1, 2024	November 12, 2024	January 28, 2025	February 25, 2025	March 25, 2025	April 29, 2025	May 27, 2025	June 10, 2025
Fiscal Oversight											
	Monthly Financial Report	Monthly Financial Report	Monthly Financial Report	Monthly Financial Report	Monthly Financial Report (October)	Monthly Financial Report	Monthly Financial Report	Monthly Financial Report	Monthly Financial Report	Monthly Financial Rep	Monthly Financial Report
	LCAPs and Final Budget					First Quarter Interim Financials		Second Quarter Interim Financials	Budget Forecast	Discussion Draft Budg	EPAs
Academic Oversight											
		School Oversight Visit Report	Year in Review: State Dashboard Indicators and 23-24 Academic Report (may be in October depending on release of data)			CEO Report on progress towards goals		CEO report on goals, bright spots	Presentation on Interim Verified Data (Torres) including interim predictors, state comps, ADA, Chronic and students on track to graduate on time	Report from CSI Coordinator on progress towards goals at Middle School	Local Indicators Report
		Create goals against which to measure CEO eval for 24-25 SY		Principal Reports: Highlights and lessons learned in 23-24, 2-3 goals for 24-25, PD plan overview		School Accountability Report Card Report	Principal reports on mid-year verified formative assessments, bright spots, progress on goals			CEO report on goals, LAUSD oversight	
						Report from CSI Coordinator on CSI goals at Middle School				Evaluation of CEO	
Operations Oversight											
		Employee Handbook		ELAC and SSC updates				ELAC and SSC Updates			
		Student and Parent Handbooks		Update Lottory				School Calendar for Upcoming SY			
		Comprehensive School Safety Plans		Update on Staffing Needs, Credentialing Compliance, Clearanceand Training Requirements							
Board Development											
		Next SY Board Reporting Calendar	Board Member Lobdell term					Brown Act Training		Following School Year Board Meeting Calendar	Board Member Dragon Term
			Review/ Update Board Policies as needed					Board Member Burrows term			
add board professional											
development											

# Coversheet

# Approve the Declaration of Need for Highly Qualified Educators

Section:III. Items for Potential ActionItem:E. Approve the Declaration of Need for Highly Qualified EducatorsPurpose:VoteSubmitted by:CL-500.pdf



State of California Commission on Teacher Credentialing **Certification Division** 1900 Capitol Avenue Sacramento, CA 95811-4213

### DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: \_\_\_\_\_

Revised Declaration of Need for year: \_\_\_\_\_

#### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter:\_\_\_\_\_ District CDS Code:\_\_\_\_\_

Name of County:	County CDS Code:

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made •
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort • to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on / / certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, \_\_\_\_\_.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF	EDUCATION, STATE AGENCY OR NO	ONPUBLIC SCHOOL AGENCY
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location
CL-500 7/2023	Page 1 of 4	

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on  $\_\_/\_\_/\_\_$ , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_\_.

#### • Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	

This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

#### AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
Resource Specialist Teacher Librarian Services Emergency Transitional Kindergarten (ETK)	

#### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

#### Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <u>www.cde.ca.gov</u> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No	
If no, explain			
Does your agency participate in a Commission-approved college or university internship program?	Yes	No	
If yes, how many interns do you expect to have this year?			
If yes, list each college or university with which you participate in an i	internship prog	ram.	
If no, explain why you do not participate in an internship program.			

TEACH Prep Elementary School 19-64733-0138305 TEACH Academy of Technologies 19-64733-0122242 TEACH Tech Charter High 19-64733-0129627

# Coversheet

# Resolve to Approve the Assignments Pursuant to Ed Code Section 44256

Section:III. Items for Potential ActionItem:F. Resolve to Approve the Assignments Pursuant to Ed Code Section44256VotePurpose:VoteSubmitted by:Board\_Resolution (2).pdf

# **RESOLUTION OF THE BOARD OF DIRECTORS** TEACH PUBLIC SCHOOLS

### **Board Resolution**

# **RESOLUTION: CONCERNING APPROVAL OF AN EMPLOYEE'S ASSIGNMENT PURSUANT TO EDUCATION CODE SECTION 44256**

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas in grades K-12. One option is Education Code \$44258.7(c)(d) which provides that charter school credentialed (non-emergency) teachers who have special skills and preparation outside of their credential authorization may, with their consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a Committee on Assignments. The other is allow a substitute teacher with a substitute credential to stay in the classroom up to 90 days/until a teacher is hired.

Names: Marcus Williams Sandra Saucedo Cody DeTurk Jessica Lorezana Nick Neely Elizabeth Ferreria

AYES:	
NOS:	-
ABSTENTIONS: _	

By: \_\_\_\_\_

# Coversheet

# Approve the Membership Agreement with the California Interscholastic Federation

Section:	III. Items for Potential Action
Item:	G. Approve the Membership Agreement with the California Interscholastic
Federation	
Purpose:	Vote
Submitted by:	
Related Material:	TEACH Tech HS_CIF Agreement .pdf



### CALIFORNIA INTERSCHOLASTIC FEDERATION LOS ANGELES CITY SECTION

### REQUEST FOR CONTINUING MEMBERSHIP AND AGREEMENT TO CONDITIONS OF MEMBERSHIP DUE ON OR BEFORE AUGUST 14, 2024

The superintendent and board of trustees of the school district/private school/charter organization identified below renew its application for voluntary membership in the California Interscholastic Federation – Los Angeles City Section (CIFLACS) and affirm and agree as follows:

- 1. That membership in the CIFLACS is voluntary and conditioned upon actual compliance with the conditions of membership as set forth at Article 2 Section 22 of the State CIF Constitution and Bylaws and the CIFLACS application for membership;
- 2. That the superintendent, board of trustees and each school in the district/organization accept and adopt the "Sixteen Principles of Pursuing Victory with Honor" as operating principles;
- 3. That membership in the CIFLACS is a privilege, not a right;
- 4. That student participation in interscholastic athletics is a privilege, not a right;
- 5. That participation by member schools in the CIFLACS playoffs is a privilege, not a right;
- That the CIFLACS will adopt bylaws, policies and procedures in accordance with its governance and will enforce those bylaws, policies and procedures consistently and in accordance with the operating principles;
- 7. That the superintendent, board of trustees, each school in the district/organization and its employees, to include but not limited to, its coaches, volunteers, team attendants or the like, and booster organizations for each school will abide by the decisions of the CIFLACS and seek redress of any grievance only through the adopted procedures of the CIFLACS;
- 8. That the superintendent, board of trustees, school administration, and coaches (including booster organizations and team attendants and volunteers) of each school in the district/organization will not take an adverse position to the CIFLACS at any time; or encourage, expressly or impliedly, that a party take any adverse action against the CIFLACS; or benefit from any adverse decision imposed on the CIFLACS that contravenes a bylaw, or the spirit of a bylaw, adopted by the membership;
- 9. That a failure by the district/charter organization, site administration or coaching staff to abide by the current rules, regulations, or decisions of the CIF or CIFLACS may cause the school district/charter organization or one of its schools to be subject to discipline up to and including exclusion from membership in the CIFLACS.

#### AGREED AND ACCEPTED:

Name of Public School District/Private School/Charter Organization: TEACH Tech Charter H.S.

Reviewed by Governing Board	Date	
Signature of Superintendent or Board Preside	ent (Charter organizations) Date	
Signature of Principal	8713, 04 29 Date	