LIMITED SERVICES AGREEMENT

THIS LIMITED SERVICES AGREEMENT (“Agreement”) is entered into and executed as of \_\_\_\_\_\_, 2021 (“Effective Date”) by and between Public Policy Charter School, a California nonprofit public benefit corporation (“PPCS”) and TEACH, Inc., a California nonprofit public benefit corporation (“TEACH”) with respect to the following recitals:

1. PPCS is organized for charitable purposes to operate and manage one or more California public charter schools. PPCS currently operates a public charter school of the same name, at a single location. PPCS is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.
2. TEACH is organized for charitable purposes. TEACH is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.
3. PPCS and TEACH (collectively the “Parties” and each a “Party”) are exploring options whereby TEACH may eventually acquire the rights to hold and operate the charter school now held and operated by PPCS.
4. The Parties seek to enter this Agreement in order for TEACH to deliver task-related services to PPCS that are performed at the direction of the Board of Directors of PPCS and for which the Board of Directors of PPCS retains ultimate decision-making authority.
5. The Parties acknowledge that entering into this Agreement benefits and furthers the charitable purposes of each Party by allowing TEACH to support PPCS and its public charter school, thereby allowing PPCS to focus on charter school instruction and management.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Limited Services Provided by TEACH. TEACH shall provide limited services, including the staff necessary to provide the services, to PPCS in a manner consistent with the terms of its charter and agreements with its authorizer, the Los Angeles Unified School District. TEACH’s limited services shall include the task-related support services set forth in the Description of Limited Services attached as “Exhibit A” to this Agreement (the “Services”). The Parties may mutually agree to add or modify TEACH’s Services at any time by amending Exhibit A; provided, however, that the Parties may also adjust the compensation paid to TEACH commensurately pursuant to Section 4.d., if necessary.
2. Relationship of the Parties and Scope of Authority. The relationship between the Parties created by this Agreement is that of a services independent contractor; not a partnership, joint venture, or employment relationship. TEACH is not obligated to devote all of its time or efforts to PPCS, but shall devote the time, effort, and skill reasonably necessary to provide the Services to PPCS. TEACH reserves the right to sub-contract with a third party for the provision of any of the Services. The Services that TEACH provides to PPCS pursuant to this Agreement are task-related services and shall not extend to management or governance of PPCS, and the Services shall be performed at the direction of the Board of Directors of PPCS and for which the Board of Directors of PPCS retains ultimate decision-making authority.
3. Term. The term of this Agreement shall commence on \_\_\_\_\_\_, 2021 and continue through June 30, 2021, and shall then automatically renew for consecutive one (1) year terms, subject to any amendments to the Services described in Exhibit A as provided in Section 1. This Agreement may be amended or terminated in accordance with the terms contained herein.
4. Compensation. As compensation for the Services, PPCS shall pay TEACH a monthly fee of $3,000.00, which the parties have determined is reasonable and fair. At any time during the term of this Agreement, TEACH reserves the right to propose adjustments to increase or decrease the annual fee, taking into account that TEACH is a 501(c)(3) tax-exempt nonprofit services provider. The Parties shall negotiate any such adjustments in good faith, and any adjustment of the annual fee shall be documented in writing approved by the Board of Directors of PPCS.
5. Cooperation. PPCS shall make available to TEACH, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for TEACH’s services under this Agreement. PPCS staff members, and the Board of Directors of PPCS as necessary, shall work closely and cooperatively with TEACH to facilitate the effective performance and delivery of TEACH’s services.
6. Student Records. TEACH shall be designated as having a legitimate educational interest in accessing PPCS’s student educational records as that term is defined by, and for purposes of, the Family Educational Rights and Privacy Act (“FERPA”), thereby allowing TEACH to receive personally identifiable information regarding students from PPCS in order to provide its Services. TEACH shall not use or disclose pupil records received from or on behalf of PPCS except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by PPCS. TEACH shall protect the pupil records it receives from or on behalf of PPCS no less rigorously than it protects its own Confidential Information.
7. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce commercially reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of “Confidential Information,” as defined below.
   1. “Confidential Information” means non-public information marked either “confidential” or “proprietary,” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, student information, and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party.
   2. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to PPCS under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.
   3. The confidentiality provisions in this Section 7 shall remain in full force and effect after the termination of this Agreement.
8. Independent Contractor. Nothing in this Agreement shall confer upon any TEACH or PPCS employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:
   1. TEACH employees providing services to PPCS shall be and remain employed by TEACH and shall at all times be subject to the direction, supervision and control of TEACH. PPCS employees shall be and remain employed by PPCS and shall at all times be subject to the direction, supervision and control of PPCS.
   2. PPCS shall not have any right to terminate the employment of any TEACH employee providing services to PPCS. PPCS shall not have any right to terminate the employment of any TEACH employee.
   3. The Parties agree that TEACH shall not lease its employees to PPCS. PPCS shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. PPCS shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that PPCS shall oversee and may consult with TEACH and TEACH will assist with providing payroll and related services pursuant to the scope of Services.
   4. TEACH certifies that any of its employees who perform school-site services for PPCS, or who may have substantial contact with students as determined by PPCS in its reasonable discretion, shall be screened in compliance with Education Code Section 45125.1, and all other applicable requirements for school-site services.
9. Insurance.
   1. PPCS shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. PPCS shall name TEACH as an additional insured under all PPCS policies.
   2. TEACH shall procure and maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage.
   3. Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.
10. Termination.
    1. Either Party may terminate this Agreement without cause or a financial penalty upon thirty (30) days’ written notice to the other Party.
    2. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon thirty (30) days’ written notice to the other Party. Such written notice shall identify the breach and provide fifteen (15) days for the other Party to cure.
    3. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of TEACH and PPCS in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to this Agreement) to address such change. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least thirty (30) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.
    4. In the event of termination for any reason, the following conditions shall apply:
       1. PPCS shall pay TEACH any due and unpaid portion of TEACH’s fee for Services performed by TEACH until the effective date of termination;
       2. TEACH shall provide reasonable assistance to PPCS to transition to another service provider, during which time PPCS shall reimburse TEACH for all reasonable expenses incurred by TEACH in providing such transition assistance; and,
       3. As soon as practicable, TEACH shall return to PPCS and/or destroy, as appropriate, all student-related, confidential, fiscal, and other records of PPCS that are maintained by TEACH.
11. Liability. PPCS shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on TEACH any liability arising out of the operations of PPCS or its school, except as such liability may result from the provision of TEACH’s services. TEACH is acting solely as the agent of PPCS in performing services under this Agreement.
12. Indemnification. To the extent allowed by law, the Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.
13. Board Approval. The Boards of Directors or Executive Directors for each Party have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the compensation to be paid by PPCS for TEACH’s Services is fair and reasonable.
14. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.
15. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation or arbitration.
16. Attorneys’ Fees. In the event any action at law or in equity or other proceeding is brought to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.
17. Notice. All notices, requests, offers, demands, or other communications (collectively “Notice”) given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party’s address set forth below:

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| To TEACH: | TEACH, Inc.  \_\_\_ \_\_\_ Attn: \_\_ Email: | To PPCS: | PPCS \_\_ \_\_\_\_  Attn: \_\_\_ Email: |

1. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.
2. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Exhibit A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly by designees of Board of Directors of each Party at any time, and shall be brought to the Board of Directors of each Party respectively to approve or ratify.
3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.
4. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
5. Severability. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
6. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
7. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned have been duly authorized to execute this Agreement.
8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

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| Public Policy Charter School, a California Nonprofit Public Benefit Corporation  By:  Name:  Title:  Date: | TEACH, Inc., a California Nonprofit Public Benefit Corporation  By:  Name:  Title:  Date: |

EXHIBIT A

DESCRIPTION OF LIMITED SERVICES

This Description of Limited Services is governed by and subject to the Limited Services Agreement (“Agreement”), the terms of which are incorporated herein, by and between TEACH, INC., a California nonprofit public benefit corporation (“TEACH”) and Public Policy Charter School, a California nonprofit public benefit corporation (“PPCS”).

Any capitalized terms used in this Description of Limited Services and not otherwise defined herein shall have the same meaning as in the Agreement. If there is a conflict between the Agreement and this Description of Limited Services, this Description of Limited Services shall prevail. This Description of Limited Services terminates with the Agreement.

1. Student Recruitment and Community Outreach: Provide PPCS with recruitment planning and support, and community relations and outreach. Support PPCS in the development of marketing strategies, management of public relations, community outreach to parents and community members through local organizations in target communities, oversight of PPCS’s local community relationship building, and political advocacy/lobbying consistent with PPCS’s tax-exemption and charitable educational purposes.
2. Facilities Support and Relocation Services: Support PPCS with procurement of school facilities, including coordination with real estate and financial consultants to identify facilities for PPCS, negotiation and execution of financing for lease and/ or purchase of facilities, identifying and evaluating potential school locations, meet with landlords and brokers, and provide support with recommendations to staff.
3. Evaluate Merger or Acquisition Options: Support PPCS with evaluation of potential options for mergers with or acquisition by another charter school operator, and support for any charter material revision process associated with a transaction of that nature.