

## Contract to Perform Services for TEACH Public Schools

### Services Performed By:

Western Avenue Community Action (WACA)  
1539 W. 112<sup>th</sup> St.  
Los Angeles, CA 90047-4928  
EIN 82-4526832

### Services Performed For:

TEACH Public Schools  
1848 W. Imperial Highway  
Los Angeles, CA 90047

Date: October 20, 2021

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This Contract for Services is between TEACH, Inc. and Western Avenue Community Action (referenced herein as “WACA or “Consultant” identified above.

### Article 1: Purpose

1.1 The purpose of this Agreement is to engage Consultant to perform the services described in the Scope of Work attached hereto as Schedule A and made a part hereof.

1.2 Consultant shall at all times act in good faith and use his best efforts to perform all of the work provided for in this Agreement.

### Article 2: Term and Termination

2.1 The period of this Agreement shall be from October 21, 2021 through June 16, 2022.

2.2 This Agreement may be terminated in whole or in part, at any time and for cause, by either party, upon at least 60 days' prior written notice to the other party. In the event of such termination, Contractor shall be compensated under this Agreement through the effective date of termination, provided a final invoice is received by Client no later than 60 days after such date.

2.3 In the event of any breach of this Agreement by either party, or in the event either party is unable to perform any substantial part of this Agreement, this Agreement may be terminated immediately by either party by written notice to the other.

2.4 If this Agreement is terminated by reason of a breach by either party, the other party shall be entitled to all available legal, equitable and administrative remedies for such breach, including without limitation, the right to all damages resulting from such breach and the right to an injunction restraining or compelling action in accordance with this Agreement.

### Article 3: General Provisions

3.1 In connection with its performance of this Agreement, Consultant shall comply with all applicable Federal and state laws, regulations, standards, orders and requirements.

3.2 Indemnification- Consultant hereby agrees that it will release, hold harmless, indemnify and defend TEACH from and against any and all loss, liability, claims, torts, legal action, costs and legal fees arising from claims of third parties for infringement relating to the materials prepared by Consultant under this Agreement. TEACH hereby agrees that it will release, hold harmless, indemnify and defend Consultant from and against any and all loss, liability, claims, torts, legal action, costs and legal fees arising from claims of third parties, other than for infringement, relating to use of the materials and/or any products or services sold or offered by TEACH .

3.3 Confidentiality- Both parties agree to treat any information provided to each by the other in connection with this Agreement as confidential, except that either party may disclose the existence of the Agreement (excluding its terms and conditions) and specifically agrees that it shall not use such information other than in connection with this Agreement and shall not disclose such information to any third party without the other party's consent. These limitations shall not apply to any information 1) which is rightfully disclosed to either party by a third party without obligation of confidentiality; 2) which was in the possession of either party prior to receipt thereof from the other party; 3) which is disclosed to such party's counsel or other confidential advisors or to a court, arbitration panel, administrative tribunal or other similar body; 4) which is compelled to be disclosed by a court, arbitration panel, administrative tribunal or other similar body; or by statute(s) or 5) which is within the public domain, or enters the public domain through no fault of the receiving party. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

3.4 In performing its services hereunder, Consultant is an independent contractor. Nothing herein shall create any partnership or joint venture between the parties or be construed as establishing any employment relationship. Consultant shall have no authority to speak for, act on behalf of or in any way bind or obligate TEACH, except as may be otherwise expressly provided herein.

3.5 This Agreement may not be amended, modified or supplemented except by a written instrument signed by the party sought to be bound thereby.

3.6 Consultant may not assign all or any portion of this Agreement, or any of its rights, powers, duties or obligations hereunder, without the express written consent of TEACH.

3.7 This document, together with all schedules, contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior communications, representations and Agreements.

3.8 Neither party shall limit or exclude any person from participation in any activity under this Agreement on the basis of race, color, creed, national origin, sex or disability.

3.9 The cost of services stated in this contract is inclusive of all costs associated with travel and incidentals.

3.10 Commercial General Liability Policy. WACA shall at all times maintain a Commercial General Liability Insurance Policy with TEACH Public Schools named as an insured party. Policy limits shall be \$1,000,000 for each occurrence and \$2,000,000 for general aggregate claims. This insurance certificate and policy shall be produced by WACA at the time of commencement of the contract for services.

3.11 WACA represents that is aware of the requirements of California Labor Laws and will remain in full compliance with such laws and shall indemnify and hold TEACH Public Schools from any claim or liability arising out of any failure or alleged failure of WACA to comply with Prevailing Wage.

3.12 TEACH Public Schools shall not be obligated or liable under this agreement to pay any party other than WACA. The specific payments to WACA employees shall be under the exclusive control and dominion of WACA and shall not pertain in any manner to TEACH Public Schools. In the event that WACA is unable or unwilling to compensate WACA employees, such disputes shall pertain to the employee(s) and WACA to the express exclusion of TEACH Public Schools.

3.13 All notices shall be in writing and sent to the following addresses:

TEACH Public Schools  
1846 Imperial Highway  
Los Angeles, CA 90047  
ATTN: Matt Brown, COO/CFO  
[Mbrown@teachps.org](mailto:Mbrown@teachps.org)

Western Avenue Community Action  
1539 W 112<sup>th</sup> Street  
Los Angeles, CA 90047-4928  
ATTN: Dennis Davis  
323-532-9800

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Matt Brown, COO/CFO  
TEACH Public Schools  
Date:

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Dennis Davis  
Western Avenue Community Action

Date:

### Schedule A: Scope of Services

WACA will provide services to provide safe passage and crossing guard services for students attending TEACH public schools by directing or escorting pedestrians across streets, stopping traffic if necessary, reporting unsafe behavior to school officials and being a presence to deter or mediate potential problems or unsafe conditions.

Specifically, WACA will provide the following at the specific school sites:

**TEACH Elementary**

Traffic Safety	Days	Hours Per Day	Weekly Total	Total Weekly Cost
1 person	M-F	7-9am (2 hrs) 2:30-3:30pm (1 hr)	3 hours per day 5 days per week 15 total hours	\$300

**TEACH Academy**

Traffic Safety	Days	Hours Per Day	Weekly Total	Total Weekly Cost
2 people	M-F	7:00-8:30am (1.5 hrs) 2:30-3:30pm (1 hr)	12.5 hours x 2 people = 25 total hours	\$500

**TEACH Tech Charter High School**

Traffic Safety	Days	Hours Per Day	Weekly Total	Total Weekly Cost
2 people	M-F	7:00-8:00 am (1 hr) 3:00-5:00pm (2 hrs.)	15 hours x 2 people = 30 total hours	\$600

### Schedule B: Payment

- a. TEACH agrees to compensate WACA for services provided under this agreement, and WACA agrees to accept in full satisfaction for such services, payment in accordance with the pay schedule described in the scope of services.
- b. WACA shall submit an invoice on a bi-monthly basis for services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the amount due. TEACH shall pay consultant fees for services without withheld applicable taxes or other payroll deductions.