

**TEACH PREPARATORY
AFTER SCHOOL SUMMER PROGRAM MANAGEMENT
SERVICES AGREEMENT
Summer Program June 2022-2023**

This Agreement, entered into this 24th day of May 2023 is made by and between AFTER-SCHOOL ALL-STARS, LOS ANGELES (ASAS, LA) herein called CONSULTANT and TEACH Preparatory (TEACH Prep) hereinafter called the TEACH Prep/School.

WITNESSETH:

WHEREAS, the Consultant agrees to render the following services herein stated in accordance with directions stipulated by the The Chief Executive Officer or designee:

I. CONSULTANT SERVICES

The School requires the services of After School Consultant and Coordinator. The Consultant agrees to provide the following services:

- a.) Provide staffing and management of summer program 4 days in June
- b.) Provide materials and equipment for all above program days.
- c.) The Consultant undertakes to follow and abide by the funding terms and conditions of ELOP grant.

II. TERMS OF AGREEMENT

The terms of Service Agreement shall be:

- a) For the period effective: June 26th -30th, 2023, during summer.
- b) Terms to be Fee for Service.

III. PAYMENT FOR SERVICES

- a) Amount of \$19,359.00 for services performed in accordance with agreement.
- b) In consideration of the Contractor's performance of the services described and in accordance with the terms of the Contract and the amount agreed upon in (a) above, TEACH Prep agrees to compensate Contractor in full, amount of \$19,359.00 upon receipt and approval of this agreement.

IV. RESPONSIBILITY FOR PROFESSIONAL SERVICES

TEACH Prep will, rely upon the professional ability of the Consultant as a material inducement to enter into this agreement. Consultant agrees to use all reasonable care and diligence to perform these services under the agreement in a manner acceptable to TEACH Prep. It is understood that the acceptance of the services or advice by the School shall not operate as waiver or release of the Consultant.

V. TERMINATION

The School (TEACH Prep) may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, for convenience. Upon receipt of such notice, CONTRACTOR shall:

- A. Immediately discontinue all services affected (unless the notices direct otherwise); and
- B. Deliver to TEACH Prep all information and material as may have been involved in the provision of services whether provided by or generated by CONTRACTOR in the performance of this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by CONTRACTOR of such notice

If the termination is for the convenience of TEACH Prep, Consultant shall submit a final invoice within 60 days of termination and TEACH Prep shall pay Consultant the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provision of this Contract.

This agreement may be terminated at any time for any unspecified reason at the sole discretion of the TEACH Prep. TEACH Prep will only pay for services previously provided as of the date of termination.

VI. THE SCHOOL'S COOPERATION

TEACH Prep shall cooperate with the Consultant by furnishing all necessary School records related to and connected to the services to be performed to the Consultant. TEACH Prep personnel shall also be available to consult with the Consultant as necessary to perform required work.

VII. CONFIDENTIALITY OF INFORMATION

It is mutually agreed that the Consultant shall regard all information received during the performance of services pursuant to this agreement as confidential and shall not disclose such information to any other person without prior consent of the School.

VIII. CONSULTANT NOT AN EMPLOYEE OF THE SCHOOL

Consultant shall have no authority to contract on behalf of the School. It is expressly understood and agreed by both parties hereto that the Consultant, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid School.

IX. HOLD HARMLESS AGREEMENT

The Consultant agrees to indemnify and hold harmless the School, its officers, agents and employees from each and any claim, or demand made, and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of:

- a.) Liability for damages (1) death or bodily injury to persons; (2) injury to property; (3) design defects; or (4) any loss, damage or expense arising under either (1), (2) or (3) above, by Consultant upon or in connection with the work called for in this agreement except for liability or damages referred to above which result from sole negligence or willful misconduct of the School, its officers, employees, agents or independent contractor who are directly employed by the School, and;

- b.) Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the School, caused by any act, neglect, default, or omission of Consultant or any person, firm, or corporation directly or indirectly by Consultant in connection with the work covered by this agreement, whether said injury or damage occurs either on or off school property.
- c.) The Consultant, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the School, its officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the School, its officers, agents or employees in any action, suit or other proceedings as a result herein.

X. INSURANCE

CONTRACTOR shall at his, her or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$100,000 fire damage
 - \$5,000 medical expenses
 - \$1,000,000 personal and adv. Injury
 - \$3,000,000 general aggregate (or if CONTRACTOR provides services solely over the Internet or some other means that does not require face to face contact between CONTRACTOR'S employees, agents, or subcontractors and DISTRICT students, CONTRACTOR shall have at least \$1,000,000 per occurrence and general aggregate for all damages arising from each accident or occurrence)
 - \$3,000,000 products/completed operations aggregate
- B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence. If CONTRACTOR provides transportation services to students, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage
- C. Worker's Compensation and Employer's Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Worker's Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employer's Liability

- C. Errors and Omissions (Professional Liability) coverage, when applicable, with the following limits: \$1,000,000 per occurrence/\$1,000,000 aggregate.
- D. The Contractor shall name the School-Soleil Academy as additionally insured on all these insurance policies. Copies of which will be submitted to the School.

XI. ASSIGNMENT AND SUBLETTING

Consultant shall not assign, sublet or transfer his/her interest in this agreement, nor shall this agreement be assignable or transferable by operation of law or otherwise, without the prior written consent of the School.

XII. AGREEMENT MODIFICATIONS


This agreement may not be modified, revised or amended in any fashion without the express written consent of the School.

IN WITNESS WHEREOF, the parties to this agreement have hereunto caused the same to be executed the day and year written below.

**TEACH Preparatory
8505 S. Western Ave
Los Angeles, CA. 90047**

BY _____

**AFTER-SCHOOL ALL-STARS, LOS ANGELES (ASAS, LA)
6501 Fountain Ave
Los Angeles, CA 90028**

BY:  _____
Signature of Authorized

Hector LaFarga Jr.
Printed Name

91-2162719
Employer I. D. / Social Security Number

May 24, 2023
Date

**TEACH PREPARATORY
AFTER SCHOOL SUMMER PROGRAM MANAGEMENT
SERVICES AGREEMENT
Summer Program July 2023-2024**

This Agreement, entered into this 24th day of May 2023 is made by and between AFTER-SCHOOL ALL-STARS, LOS ANGELES (ASAS, LA) herein called CONSULTANT and TEACH Preparatory (TEACH Prep) hereinafter called the TEACH Prep/School.

WITNESSETH:

WHEREAS, the Consultant agrees to render the following services herein stated in accordance with directions stipulated by the The Chief Executive Officer or designee:

I. CONSULTANT SERVICES

The School requires the services of After School Consultant and Coordinator. The Consultant agrees to provide the following services:

- a.) Provide staffing and management of summer program 10 days in July 2023
- b.) Provide materials and equipment for all above program days.
- c.) The Consultant undertakes to follow and abide by the funding terms and conditions of ELOP grant.

II. TERMS OF AGREEMENT

The terms of Service Agreement shall be:

- a) For the period effective: July 5th -20th, 2023, during summer.
- b) No program on Friday's
- c) Terms to be Fee for Service.

III. PAYMENT FOR SERVICES

- a) Amount of \$85,835.00 for services performed in accordance with agreement.
- b) In consideration of the Contractor's performance of the services described and in accordance with the terms of the Contract and the amount agreed upon in (a) above, TEACH Prep agrees to compensate Contractor in full, amount of \$85,835.00 NET 30 upon receipt and approval of this agreement.

IV. RESPONSIBILITY FOR PROFESSIONAL SERVICES

TEACH Prep will, rely upon the professional ability of the Consultant as a material inducement to enter into this agreement. Consultant agrees to use all reasonable care and diligence to perform these services under the agreement in a manner acceptable to TEACH Prep. It is understood that the acceptance of the services or advice by the School shall not operate as waiver or release of the Consultant.

V. TERMINATION

The School (TEACH Prep) may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, for convenience. Upon receipt of such notice, CONTRACTOR shall:

- A. Immediately discontinue all services affected (unless the notices direct otherwise); and
- B. Deliver to TEACH Prep all information and material as may have been involved in the provision of services whether provided by or generated by CONTRACTOR in the performance of this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by CONTRACTOR of such notice

If the termination is for the convenience of TEACH Prep, Consultant shall submit a final invoice within 60 days of termination and TEACH Prep shall pay Consultant the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provision of this Contract.

This agreement may be terminated at any time for any unspecified reason at the sole discretion of the TEACH Prep. TEACH Prep will only pay for services previously provided as of the date of termination.

VI. THE SCHOOL'S COOPERATION

TEACH Prep shall cooperate with the Consultant by furnishing all necessary School records related to and connected to the services to be performed to the Consultant. TEACH Prep personnel shall also be available to consult with the Consultant as necessary to perform required work.

VII. CONFIDENTIALITY OF INFORMATION

It is mutually agreed that the Consultant shall regard all information received during the performance of services pursuant to this agreement as confidential and shall not disclose such information to any other person without prior consent of the School.

VIII. CONSULTANT NOT AN EMPLOYEE OF THE SCHOOL

Consultant shall have no authority to contract on behalf of the School. It is expressly understood and agreed by both parties hereto that the Consultant, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid School.

IX. HOLD HARMLESS AGREEMENT

The Consultant agrees to indemnify and hold harmless the School, its officers, agents and employees from each and any claim, or demand made, and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of:

- a.) Liability for damages (1) death or bodily injury to persons; (2) injury to property; (3) design defects; or (4) any loss, damage or expense arising under either (1), (2) or (3) above, by Consultant upon or in connection with the work called for in this agreement except for liability or damages

- referred to above which result from sole negligence or willful misconduct of the School, its officers, employees, agents or independent contractor who are directly employed by the School, and;
- b.) Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the School, caused by any act, neglect, default, or omission of Consultant or any person, firm, or corporation directly or indirectly by Consultant in connection with the work covered by this agreement, whether said injury or damage occurs either on or off school property.
 - c.) The Consultant, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the School, its officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the School, its officers, agents or employees in any action, suit or other proceedings as a result herein.

X. INSURANCE

CONTRACTOR shall at his, her or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$100,000 fire damage
 - \$5,000 medical expenses
 - \$1,000,000 personal and adv. Injury
 - \$3,000,000 general aggregate (or if CONTRACTOR provides services solely over the Internet or some other means that does not require face to face contact between CONTRACTOR'S employees, agents, or subcontractors and DISTRICT students, CONTRACTOR shall have at least \$1,000,000 per occurrence and general aggregate for all damages arising from each accident or occurrence)
 - \$3,000,000 products/completed operations aggregate
- B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence. If CONTRACTOR provides transportation services to students, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage
- C. Worker's Compensation and Employer's Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Worker's Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employer's Liability

- C. Errors and Omissions (Professional Liability) coverage, when applicable, with the following limits: \$1,000,000 per occurrence/\$1,000,000 aggregate.

D. The Contractor shall name the School-Soleil Academy as additionally insured on all these insurance policies. Copies of which will be submitted to the School.

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IN WITNESS WHEREOF, the parties to this agreement have hereunto caused the same to be executed the day and year written below.

TEACH Preparatory
8505 S. Western Ave
Los Angeles, CA. 90047

BY _____

AFTER-SCHOOL ALL-STARS, LOS ANGELES (ASAS, LA)
6501 Fountain Ave
Los Angeles, CA 90028

BY:  _____
Signature of Authorized

Hector LaFarga Jr.
Printed Name

91-2162719
Employer I. D. / Social Security Number

May 24, 2023
Date

**ELOP Proposal
TEACH Prep
Summer 2023**

Units of Service	800
# of Students	80
# of PL's	5
Days of operation	10

<u>PERSONNEL</u>	Qty	Rate	# hours	#days	Amount
Program Coordinator	1	\$28.75	8	10	\$2,300
Program Coordinator OT	1	\$43.13	2	10	\$863
Operation & Grant Mgr	1	\$36.80	2	10	\$736
Program Support Specialist	1	\$36.80	2	10	\$736
Data Assistant	1	\$27.60	2	10	\$552
Program Leader	3	\$24.15	8	10	\$5,796
Program Leader OT	3	\$36.23	2	10	\$2,174
Program Leader TK-K 1:10	2	\$24.15	8	10	\$3,864
Program Leader TK-K OT	2	\$36.23	2	10	\$1,449
Program Leader (Campus Aid)	2	\$24.15	8	10	\$3,864
Program Leader (Campus Aid)	2	\$36.22	2	10	\$1,449
Program Leader - trainings	5	\$24.15	4	1	\$483
Certificated Teacher	6	\$35.00	5	10	\$10,500
TOTAL					\$34,765

<u>EMPLOYEE BENEFITS</u>		Amount
	16%	\$5,562
Health Benefits	13.4%	\$745
FICA	41.0%	\$2,281
SUI	19.4%	\$1,079
Workers Comp	25.1%	\$1,396
Background checks	1.1%	\$61
TOTAL	100.00%	\$5,562

<u>NON-PERSONNEL</u>				Amount
Program Supplies	80	\$65		\$5,200
Program Equipment	2	\$2,500		\$5,000
Bus/Van Rentals	8	\$690		\$5,520
Travel	4	\$800		\$3,200
SC Cell Phone	0	\$75	12	\$0
Database	0	\$400		\$0
Specialized Classes	3	\$234	2	\$5,616
Consultants/Curriculum	1	\$9,775		\$9,775
TOTAL				\$34,311

Grand Total **\$74,639**

Admin	\$11,196
TOTAL	\$85,835

**ELOP Proposal
TEACH Prep
Summer 2023**

Units of Service	320
# of Students	80
# of PL's	5
Days of operation	4

<u>PERSONNEL</u>	Qty	Rate	# hours	#days	Amount
Program Coordinator	1	\$28.75	8	5	\$1,150
Program Coordinator OT	1	\$43.13	2	5	\$431
Operation & Grant Mgr	1	\$36.80	2	4	\$294
Program Support Specialist	1	\$36.80	2	4	\$294
Data Assistant	1	\$27.60	2	4	\$221
Program Leader	3	\$24.15	8	4	\$2,318
Program Leader OT	3	\$36.23	2	4	\$870
Program Leader TK-K 1:10	2	\$24.15	8	4	\$1,546
Program Leader TK-K OT	2	\$36.23	2	4	\$580
Program Leader (Campus Aid)	2	\$24.15	8	4	\$1,546
Program Leader (Campus Aid)	2	\$36.22	2	4	\$580
Program Leader - trainings	5	\$24.15	4	1	\$483
Certificated Teacher	6	\$35.00	5	4	\$4,200
TOTAL					\$14,512

<u>EMPLOYEE BENEFITS</u>		Amount
	16%	\$2,322
Health Benefits	13.4%	\$311
FICA	41.0%	\$952
SUI	19.4%	\$450
Workers Comp	25.1%	\$583
Background checks	1.1%	\$26
TOTAL	100.00%	\$2,322

<u>NON-PERSONNEL</u>				Amount
Program Supplies	0	\$65		\$0
Program Equipment	0	\$2,500		\$0
Bus/Van Rentals	0	\$690		\$0
Travel	0	\$800		\$0
SC Cell Phone	0	\$75	12	\$0
Database	0	\$400		\$0
Specialized Classes	0	\$234	2	\$0
Consultants/Curriculum	0	\$9,775		\$0
TOTAL				\$0

Grand Total **\$16,834**

Admin	\$2,525
TOTAL	\$19,359