



MEETING AGENDA - iLEAD California Charters 1 Board

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all of the Board members shall be available for public inspection at the resource center between 9:00 am and 3:30 pm.

Meeting

Meeting Date	Wednesday, August 31, 2022
Start Time	5:30 PM
End Time	7:30 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Approve Agenda

Due date: 8/31/2022

1.5. Approve Minutes

Due date: 8/31/2022

Documents

- iCA Minutes-2022-07-27-v2 (1).pdf
 - iCA Special Meeting Minutes-2022-08-10-v1 (1).pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

iLEAD AV Studio

3. Public Comments

3.1. Public Comments



The public may address the iLEAD CA Charters 1 governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

4. Closed Session

4.1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).)

Gov. Code section 54956.9(d)(2): 2 Matters

4.2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code section 54957(b).)

Gov. Code section 54957(b).

4.3. Report Of Closed Session

5. Consent Items

5.1. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

AB 361 Emergency Legislation regarding the Board and public to meet safely in person or virtually given measures to promote social distancing.

Documents

- iLEAD CA - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (1).pdf
-

5.2. Personnel Report

Documents

- Personnel Report_iLEAD CA 8.23.22-2.pdf
 - Personnel Report Expl-AV 8.23.22-3.pdf
-

5.3. Check Register

6. Discussion And Reports

6.1. Learner Board Ambassador Report

6.2. iLEAD Hybrid School Director's Report

7. Action Items

7.1. Employee Referral Program

Discuss and take action regarding the Employee Referral Program.

Due date: 8/31/2022

Documents

- iCA Employee Referral Program 2022.2023.docx.pdf
-



7.2. LA Arts Agreement and Grant

Discuss and take action regarding the 2022-2023 LA Arts Program for iLEAD Antelope Valley.

Due date: 8/31/2022

Documents

- Final Theatre of Hearts, iLEAD Antelope Valley, iCC1- MOU .pdf
 - LA Arts and Culture Agreement_iLEAD.pdf
 - LA Arts Ed. Collective Grant.pdf
 - COUNTY OF LOS ANGELES CONSULTANT SERVICES AGREEMENT.pdf
-

7.3. Brain Pop Contract - iLEAD Exploration

Discuss and take action regarding Brain Pop contract

Due date: 8/31/2022

Documents

- BrainPOP Renewal Quote (1).pdf
-

8. Comments

8.1. Board Comments

9. Closing Items

9.1. Next Meeting Date - October 5, 2022

Wednesday, October 5, 2022 at 5:30 p.m.

9.2. Adjournment

Please note: items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

- **Board Room Accessibility:** The Board of Directors encourage those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the office at least 48 hours before the scheduled Board of Directors meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.



MEETING MINUTES - iLEAD California Charters 1 Board

Meeting

Date	Wednesday, July 27, 2022
Started	5:30 PM
Ended	7:54 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Meeting
Chaired by	Cheri Bradford
Recorder	Julie Basse

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting was called to order at 5:30 p.m.

Status: Completed

1.2. Roll Call

Cheri Bradford - Present

Kenchy Ragsdale - Present

Kenneth Scott - Present

Status: Completed

1.3. Approve Agenda

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

1.4. Approve Minutes

Motioned: Kenneth Scott



Seconded: Kenchy Ragsdale

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

Documents

- Minutes-2022-06-29-v2.pdf
-

2. Public Comments

2.1. Public Comments

The public may address the iLEAD CA Charters 1 governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

No public comments made

Status: Completed

3. Closed Session

3.1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Gov. Code section 54956.9(d)(2) - 2 Matters

Status: Completed

3.2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Gov. Code section 54957(b)

Status: Completed

4. Report Of Closed Session

Nothing reported from closed session. No vote taken

Status: Completed

5. Action Items

5.1. Extension of Contract with EGG for Temporary Interim CEO

Discuss and take action regarding the extension for the contract with EGG for Temporary Interim CEO.

Wendy Tucker, legal counsel, presented the Revised Extension of Contract with EGG. The revisions include the addition of a clause to defend and indemnify Dr. Caprice Young against any potential employment claims and the contract is open ended.



Motioned: Kenchy Ragsdale

Seconded: Cheri Bradford

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

Documents

- iLead EGG Second Agreement(6103597.2).docx
-

5.2. Board Approval of Staffing Changes

Discuss and take action regarding consideration of requirement for Board approval of staffing changes by temporary Interim CEO.

The Board moved that they need to approve any hiring and firing of of iCA staff during the open investigation period.

Motioned: Kenneth Scott

Seconded: Kenchy Ragsdale

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

5.3. 2020-2021 Audit Report

Discuss and take action to accept the 2020-2021 audit report.

Wade McMullen, Principal with Clifton, Larson, Allen, presented the 2020-2021 Audit Report and answered questions of the Board along with Kelly O'Brien.

Kenchy Ragsdale motioned to approve with correction to pages 17 (Add Pat Hill's name and replace Amanda's name with Dawn's) and 30 (Wade will work with Kelly and Caprice for correct wording regarding the new processes being put into place)

Seconded: Kenneth Scott

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously



Due date:

Status: Completed

Documents

- iCA AJEs RJE's Audit 2021 .pdf
 - iLEAD California 1 Draft Audit 2021 .pdf
 - iCA Governance Communication Draft Audit 2021 .pdf
 - iLEAD California WTB Audit 2021 .pdf
-

5.4. Public Hearing and Adoption of Updated Independent Study Policy

The Governing Board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils and take action accordingly.

Cassandra Coleman presented the Updated Independent Study Policy and answered questions of the Board.

There were no public comments made.

Motioned: Kenneth Scott

Seconded: Kenchy Ragsdale

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

Documents

- Updated iLEAD HYBRID_ Independent Study Policy (AB 181)(6049980.1).pdf
-

5.5. ANM Construction and Engineering, Inc. Proposal

Discuss and take action regarding summer asphalt project on iLEAD Hybrid - AV campus.

Talaya Coleman, presented the ANM Construction proposal for asphalt replacement at the AV Studio. April Cauthron answered questions of the Board and stated the landlord, AACA REL, has agreed to reimburse iLEAD \$57,305.00 in the event the facility lease isn't extended for an additional three years.

Motioned: Kenneth Scott

Seconded: Cheri Bradford

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed



Documents

- iLEAD Hybrid - Antelope Valley, Asphalt Improvement Proposal#1.pdf
-

6. Comments

6.1. Board Comments

Kenchy Ragsdale thanked everyone for their hard work

Status: Completed

7. Closing Items

7.1. Next Meeting Date

August 30 @ 5:30

Next Meeting Date is Wednesday, August 31st at 5:30 p.m.

Status: Completed

7.2. Adjournment

Meeting was adjourned at 7:54 p.m.

Status: Completed



MEETING MINUTES - iLEAD California Charters 1 Board

Meeting

	Special meeting
Date	Wednesday, August 10, 2022
Started	4:00 PM
Ended	4:59 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Closed Session - Legal Counsel Purchase Approval
Chaired by	Cheri Bradford
Recorder	Julie Basse

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting was called to order at 4:00 p.m.

Status: Completed

1.2. Roll Call

Cheri Bradford - Present

Kenchy Ragsdale - Present

Kenneth Scott - arrived at 4:02 p.m.

Pledge of Allegiance was recited

Status: Completed

1.3. Approve Agenda

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed



2. Public Comments

2.1. Public Comments

The public may address the iLEAD CA Charters 1 governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

No public comments made

Status: Completed

3. Closed Session

3.1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).)

Status: Completed

4. Report Of Closed Session

The Board reported from Closed Session that they will be retaining Perkins Coie for one matter

Status: Completed

5. Consent Items

5.1. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

AB 361 Emergency Legislation regarding the Board and public to meet safely in person or virtually given measures to promote social distancing.

The Board will continue having virtual meetings

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

6. Action Items

6.1. Alfred Caudullo Purchase - AV

Discuss and take action regarding Alfred Caudullo purchase



Talaya Coleman and Amanda Fischer presented the Alfred Caudullo invoice and answered questions of the Board.

Motioned: Kenneth Scott

Seconded: Kenchy Ragsdale

Cheri - yes

Kenchy - yes

Kenneth - yes

Motion passed unanimously

Due date:

Status: Completed

Documents

- Alfred Caudullo AV CeedVR Invoice for 15 Headsets-02 (1).pdf
-

7. Comments

7.1. Board Comments

No Board Comments

Status: Completed

8. Closing Items

8.1. Next Meeting Date - August 31 at 5:30 p.m.

Status: Completed

8.2. Adjournment

Meeting was adjourned at 4:59 pm.m

Status: Completed



AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements Board Approved:

Whereas, the Governor signed an Executive Order Suspending the Brown Act until October 1, 2021,

Whereas, the Governor signed Emergency Legislation AB 361 in September 2021,

Whereas, according to AB 361, the public charter school Board may take advantage of additional flexibility in teleconference meetings so long as the school complies with the following:

- The public has access via internet and/or telephone to the Board meeting and can provide public comment in some electronic form,
- The charter school uses its sound discretion and makes reasonable efforts to adhere, as closely as possible, to the other provisions of the Brown Act in order to maximize transparency and provide public access.

Whereas, AB 361 states that:

- If there is a state of emergency proclaimed by the Governor, the same suspension of teleconferencing rules apply, if either state or local officials have imposed or recommended measures to promote social distancing or, by Board vote a finding imminent risk to health or safety of attendees.

Whereas, SB 361 requires:

- The Board must provide means of how public comment will be available (internet/by phone);
- If a technical disruption occurs, no action can be taken; and
- No early requirement for public comment will be set into place and the Board shall allow for “real time” comments during full public comment period; and
- The Board makes a finding every 30 days to continue teleconferencing.

Therefore, based on the Board’s 30-day reconsideration of the current circumstances of the State of Emergency and situations of the State of Emergency continues to directly impact the ability of members to meet safely in person, and/or the State or local officials continue to impose or recommend measures to promote social distancing;

The Board has determined that it will hold its next meeting in a hybrid mode allowing Board Members and the public to attend the meetings in person using social distancing requirements or virtually given individual needs and choice of the attendee.

EMPLOYMENT - NEW HIRES

Kristen Jones - Student Support - Ed Specialist - 7/1/22
Kristina Lobato - School Psychologist - 7/1/22
Alexandria Gray - Office Assistant - 7/16/22
Enrique Cortez - IT Coordinator - 7/29/22
Tanisha Marcano- Care Team - Student Support - 8/1/22
Courtney Edwards - Student Support -Speech and Language Pathologist Assistant - 8/1/22
Cammie Mayfield - Student Support - Occupational Therapist - 8/1/22
Tori Barnes - Student Support - Certified Occupational Therapy Assistant - 8/1/22
Christine Essex - Student Support - Speech Language Pathologist - 8/16/22
Edward Naves - Student Support Adapted Physical Education - 8/22/22

RESIGNATIONS/TERMINATIONS

Lara Durrell - Director of Compliance and Reporting - 6/30/22
Marie Pierre - Student Support - SEIS and Compliance Coordinator - 6/30/22
Ayobamibo Olujumu - Student Support - Occupational Therapist - 6/30/22
Julia Fallon - Student Support - Speech Language Pathologist - 6/30/22
John Hill - Coordinator Equity/Safety - 6/30/22
David Williams - Facilities and Construction Coordinator - 7/1/22
Misty Cervantes - Student Support - School Psychologist - 7/18/22
Michael Niehoff - Advisor/Content Creator - 7/21/22
Rebecca Warren - Student Support Regional Coordinator - 7/22/22
Karen Villalobos Santana - Pathologist Assistant - 8/12/22
Jourdana Gergis - Student Support - Speech and Language Pathologist Assistant - 8/16/22
Kelly Mehr - Sensory & Art Integrative Specialist - 8/17/22
Laura Kovalenko - Student Support Speech and Language Pathologist - 8/19/22

STATUS CHANGE

Culleen Byrd - Accounting Clerk to Benefits Specialist - 7/1/22
Arlene Baker - full time to part time Student Support - Speech/Occupational Therapy (OT)
Support - 7/1/22
Olivia De La Cruz - Care Team Student Support to Student Support Billing - 8/1/22

EMPLOYMENT - NEW HIRES

iLEAD AV - Exploration

Tai Neely - Student Support - Ed Specialist - 8/1/22
Mallory Briancesco - Educational Facilitator - 8/1/22

iLEAD Hybrid - AV

Robert Gibson - Ed Specialist - 7/1/22
Lori Thompson - Facilitator - 8/1/22
Manola Fortun - Facilitator - 8/11/22
Guadalupe Jimenez - Care Team - Student Support - 8/15/22
Margaret Martin - Care Team - 8/15/22
Rene Calderon - Facilitator - 8/18/22
Cheyenne Hoffmeyer - Care Team Cafe - 8/23/22

iLEAD Hybrid - Exploration

Kimberly Garnica - Care Team Student Support - 6/20/22
Olivia Rogers - Care Team - 6/20/22
Sylvia Chung - Ed Specialist - 7/1/22
Derek Fowler - Student Support Ed Specialist - 7/1/22
Elizabeth Sturgeon - Ed Specialist - 7/1/22
Mary Miller - Curriculum Librarian - 7/27/22
Christine Harris - Educational Facilitator - 8/1/22
Grace Wells - Educational Facilitator - 8/1/22
Yesenia Truitt - Student Support - Ed Specialist - 8/1/22
Megan Masson - Student Support - Ed Specialist - 8/1/22
Jonathan Tart Hisaw - Student Support - Ed Specialist - 8/1/22
Genie Esse - Student Support - Ed Specialist - 8/1/22
Madisyn Jacobs - Student Support - Ed Specialist - 8/1/22
Ilona Castro - Tier 1 Technician - 8/1/22
Lydia Lee - Educational Facilitator - 8/1/22
Jolie McDonald - Educational Facilitator - 8/1/22
Nicole Saltzman - Educational Facilitator - 8/1/22
Alisha Davidson - Substitute - 8/1/22

Tricia Lorenzen - Substitute - 8/1/22
Donna Bermundo - Educational Facilitator - 8/1/22
Robyn Williams - Educational Facilitator - 8/1/22
Jalaine Hagemeister - Educational Facilitator - 8/1/22
Carolina Ramos - Educational Facilitator - 8/1/22
Ginger Olmstead - Educational Facilitator - 8/1/22
Heather Pfeifer Tolan - Educational Facilitator - 8/1/22
Kelly Mitchell - Educational Facilitator - 8/1/22
Shawna Yancy - Educational Facilitator - 8/1/22
Taylor Seipp - Educational Facilitator - 8/1/22
Cynthia Trosper - Educational Facilitator - 8/1/22
Erin Emsley - Educational Facilitator - 8/1/22
Jaime Bennett - Educational Facilitator - 8/1/22
Brandie Kniss - Educational Facilitator - 8/1/22
Kylie Dul - Live High School Facilitator - 8/1/22
Kerry Hinsche - Educational Facilitator - 8/1/22
Krista Pansini - Educational Facilitator - 8/1/22
Katie Danna - Educational Facilitator - 8/1/22
Joseph McLoughlin - Educational Facilitator - 8/1/22
Hannah Belcher - Educational Facilitator - 8/1/22
Kristan Laughinghouse - Educational Facilitator - 8/1/22
Dominique Arrigo - Educational Facilitator - 8/1/22
Melissa De Los Reyes - Educational Facilitator - 8/1/22
Mina Chang - Educational Facilitator - 8/4/22
Lydia Barbarian - Curriculum Librarian - 8/5/22
Matthew Hess - Educational Facilitator - 8/5/22
Amy Krusinger - Subject Expert Teacher (SET) Support - 8/15/22

RESIGNATIONS/TERMINATIONS

iLEAD AV - Exploration

Julie Ramey - Educational Facilitator - 6/30/22
Derek Fowler - Student Support Ed Specialist - 7/1/22
Mallory Briancesco - Educational Facilitator - 8/8/22

iLEAD Hybrid - AV

Alicia Oerding - Facilitator - 6/30/22
Tami Lee - Facilitator - 6/30/22
John Hamann - Facilitator - 6/30/22
Sylvia Chung - Ed Specialist - 7/1/22
Christina Lobato - School Counselor - 7/1/22
Lara Betty - Front Office Support/Lunch Coordinator - 7/20/22

iLEAD Hybrid - Exploration

Ashley Pontell - Educational Facilitator - 6/17/22
Gabriela Stiles - Educational Facilitator - 6/17/22
Kari Stone - Educational Facilitator - 6/17/22
Christie Beadle - Educational Facilitator - 6/17/22
Katherine Marshall - Educational Facilitator - 6/17/22
Patricia Plascencia - Educational Facilitator - 6/17/22
Leanne Robledo - Educational Facilitator - 6/17/22
Alina Block - Educational Facilitator - 6/17/22
Mandy Larkins - Educational Facilitator - 6/30/22
Amy Krusinger - Educational Facilitator - 6/30/22
Paul Pabian - Student Support - Ed Specialist - 6/30/22
Rose Danner - Student Support - Ed Specialist - 6/30/22
Amanda Logan - Student Support - Ed Specialist - 6/30/22
Brittany Abraham - Student Support - Ed Specialist - 6/30/22
Leah Hartanov - Educational Facilitator - 6/30/22
Rebekah Valdes - Educational Facilitator - 6/30/22
Julie Sato - Educational Facilitator - Investment Team Head - 6/30/22
Pamela Stickler - Educational Facilitator - 6/30/22
Elizabeth Timblin - Educational Facilitator - Investment Team Head - 6/30/22
Amy Kucharski - Educational Facilitator - 6/30/22
Tricia Lorenzen - Educational Facilitator - 6/30/22
Siobhain Freel - Educational Facilitator - 6/30/22
Sherri George - Educational Facilitator - 6/30/22
Sarah Benning - Educational Facilitator - 6/30/22
Amy Mihele - Educational Facilitator - 6/30/22
Jennifer Hudson - Educational Facilitator - 6/30/22
Vanessa Barr - Educational Facilitator - 6/30/22
Kathryn Enright - Educational Facilitator - 6/30/22

Timothy McClure - Educational Facilitator - 6/30/22
Vicki McClure - Educational Facilitator - 6/30/22
Theresa Yumbar - Educational Facilitator - 6/30/22
Michelle Baker - Educational Facilitator - 6/30/22
Kathy Hall - Educational Facilitator - 6/30/22
Danielle Melendes - Educational Facilitator - 6/30/22
Sulki Ro - Educational Facilitator - 6/30/22
Kristen Ramsey - Educational Facilitator - 6/30/22
William Brown - Educational Facilitator - 6/30/22
Lisa Salazar - Educational Facilitator - Regional Lead - 6/30/22
Claire Seidenglanz - Educational Facilitator - 6/30/22
Kacey Bynum - Educational Facilitator - 6/30/22
Joshua Mawhorter - Educational Facilitator - 6/30/22
Kelly Steinbock - Educational Facilitator - Math Intervention - 6/30/22
Brenda Forgerson - Educational Facilitator - 6/30/22
Lourdes Estrada - Educational Facilitator - 7/1/22
Kristen Jones - Ed Specialist - 7/1/22
Jared Strickland - IT Coordinator - 7/12/22
Alexandria Gray - Office Assistant - 7/16/22
Karlyn Johnson - School Counselor - 7/28/22
Danielle Bonsignore - Curriculum Librarian - 7/29/22
Ariel Brian - Care Team - Student Support - 7/29/22
Christine Harris - Educational Facilitator - 8/1/22
Sylvia Chung - Student Support - Ed Specialist - 8/9/22

STATUS CHANGE

iLEAD AV - Exploration

N/A

iLEAD Hybrid - AV

N/A

iLEAD Hybrid - Exploration

Lynne Velasco - part time to full time Educational Facilitator - 7/1/22
Deborah Satterthwaite - Studio Facilitator to Educational Facilitator - 7/1/22
Yolonda Nunley - part time to full time Educational Facilitator - 7/1/22
Suzanna Bradley - part time to full time Educational Facilitator - 7/1/22
Lorraine Kajikawa - part time to full time Educational Facilitator - 7/1/22
Jennifer Russell - part time to full time Educational Facilitator - 7/1/22
Karen Askenaze - part time to full time Educational Facilitator - 7/1/22
Jennifer Jakubiak - part time to full time Educational Facilitator - 7/1/22
Stefanie Coomes - part time to full time Educational Facilitator - 7/1/22
Christina Marinelli - part time to full time Educational Facilitator - 7/1/22
Andi Palmatier - part time to full time Educational Facilitator - 7/1/22
Rachel Carlson - part time to full time Educational Facilitator - 7/1/22
Kathleen Velasco - part time to full time Educational Facilitator - 7/1/22
Becca Jones - part time to full time Educational Facilitator - 7/1/22
Jessica Martin - part time to full time Educational Facilitator - 7/1/22
Rebecca Lopez - Educational Facilitator - Investment Team Head to Resource Coordinator - 7/1/22
Suzanne Roberts - Educational Facilitator - Testing Coordinator to Educational Facilitator - 7/1/22
Andrea Huntsman - Educational Facilitator - Lead to TK/K Coordinator - 7/1/22
Karen Chae - Educational Facilitator - MAP Coordinator to Educational Facilitator - Data and Assessment Coordinator - 7/1/22
Jennifer Bletscher - Educational Facilitator - Lead to Educational Facilitator Investment Team Head 7/1/22
Jennifer Pierce - Full Time Educational Facilitator Subject Expert Teacher (SET) to Part Time Subject Expert Teacher (SET) Support - 7/1/22
Tracy Edmunds - Educational Facilitator to Studio Facilitator - 8/1/22
Laura Sherwin - part time to full time Care Team Student Support - 8/1/22
Jennifer Bolling - Educational Facilitator to Substitute - 8/1/22
Alisha Davidson - Educational Facilitator to Substitute - 8/1/22
Roxana Yanko - Educational Facilitator to Educational Facilitator - Investment Team Head - 8/1/22
Jennifer Brown - Educational Facilitator to Educational Facilitator - Investment Team Head - 8/9/22
Tamara Wasserman - Educational Facilitator - Team Head to Educational Facilitator - 8/11/22

iLEAD AV Hybrid
School Director's Report – Talaya Coleman
August 31, 2022

Professional Learning/Staff Support

- Camp Make – August 8th-12th
- New Facilitators – August 3rd-5th
- Director's Strand of Camp Make

School Celebrations/Events

- Celebrations!
 - Campus Refresh
 - Murals, furniture, asphalt, deep cleaning
 - Meet the Facilitator Night – August 19th (over 150 in attendance)
 - All Positions filled– Counselor, Ed Spec, Facilitators, CareTeam



Enrollment

Budgeted Enrollment	300
Enrollment Last Board Meeting	282
Current Enrollment	265
Pending	4
Waitlist	43



Employee Referral Program Process & Guidelines

We need your help! iLEAD California Charters 1 (iLEAD) is always looking for great individuals to join our team, and now more than ever, we need fun, compassionate, inspirational individuals to join us.

We are excited to implement an Employee Referral Program (ERP) as an important part of the recruitment process. iLEAD employees can now receive a referral bonus of up to \$1,000* (*less applicable taxes and deductions*).

That's where you come in! We are encouraging employees to check iLEAD's vacant positions on Indeed or Edjoin and think about your social networks as potential resources to help refer candidates to iLEAD.

Employee Referral Program Process:

Who Can Make a Referral? All iLEAD employees can make a referral. However to be eligible for this program and to receive the referral bonus, the referred candidate must be made to the school/program of the referring staff member. (*For more information regarding this question, refer to the provisions listed in Appendix A.*)

How much is the referral Bonus? The Employee Services department will inform employees beforehand, so they know the bonus amount. The referral bonus depends on the position vacancy. The bonus amounts are different for each position. There will be some positions that will be identified as hard to fill. In general, the **Referral Reward Payment Tier 1:** As of *September 01, 2022* the new Employee Referral Program Bonus amount is set at \$500 (general positions), \$1000 (hard to fill)*. All referral bonuses will be divided into 2 payments and are subject to all applicable taxes and deductions (** hard to fill details outlined in appendix A of this document*).

How do I refer someone? The process of referring an applicant (candidate) is simple. The applicant is required to indicate that you referred them on their online application in the appropriate field (on the iLEAD Applications the section would be: "**referral**" source, and "**Name**"). Please instruct the candidate you are referring to list "**OTHER**" as the source. iLEAD employees are asked to complete the Employee Referral Program form using this following link: [ERP Incentive Form](#)

iLEAD's employment application allows for the candidate to explicitly type in the referring employee's name. The employee's full name must be completely typed into the application. In the event that the same candidate is referred by more than one employee, the given employee's name on the application will govern.

How soon would I receive the payment? Payments: Once a referral is hired and completes 90 days of service at iLEAD the employee that made the referral will receive half of the referral bonus during the next scheduled referral payment cycle (check requests are processed semi-monthly). The referring employee will then receive the second half of the referral bonus when the referred employee meets their 12 month anniversary. **Please Note: Both** employees have to be employed at the time of the payment, in order to receive the payment. Bonuses are considered supplemental wages and are therefore taxable as defined by the Internal Revenue Service (IRS).

Is there a cap to how many employees' I can refer? There is no cap on the number of referrals an employee can make. We ask that employee's keep in mind that this program is provided to help employee's refer candidates that they **truly believe** will be successful in serving iLEAD's mission, help support iLEAD's vision and can exemplify iLEAD's values. We **dissuade** employees who seek to only refer candidates solely for the bonus money and not for a true fit for the organization or vacancy.

How will I know that a referral has been hired? Employee Services will notify the referring employee of their eligibility and time frame of when they will be eligible for their referral bonus via email from employeeservices@ileadcalifornia.org. Employee Services will complete the payment request and submit it to the Payroll department to pay the referral bonus. The payment will be reflected in the employee's paycheck. As for the applicant you are referring, we asked that you remind them to notify you if they are hired to work at iLEAD.

APPENDIX A

PLEASE NOTE THE FOLLOWING PROVISIONS AND GUIDELINES:

- **Continued from “Who can make a referral?”:** The following positions are not eligible to participate in the ERP:
 - Director levels and above
 - Employee Services personnel
 - Any persons with hiring authority over the referred candidates
- **Notification:** The Employee Services department will notify the referring employee of their eligibility and time frame of when they will be eligible for their referral bonus via email from employeeservices@ileadcalifornia.org. The Employee Services department will complete the Personnel Action Form and submit to the Payroll Department to pay the referral bonus. The payment will be reflected in the employee’s paycheck.
- **Program Changes:** We may change our referral bonus program over time to add more interesting incentives. We also reserve the right to abolish certain bonuses if they prove ineffective or inefficient. Employees who referred candidates before a bonus was abolished or changed will still receive the appropriate bonus.
- **Referred candidates** cannot be current or previously employed employees of the iLEAD network in any capacity, to include temporary, unpaid intern status or contracted employees.
- **Hiring Guidelines:**

iLEAD is an Equal Opportunity Employer and is committed to fostering diversity within its staff. iLEAD promotes equal opportunity for all employees and applicants. In doing so, we comply with local, state, and federal laws and regulations to ensure an equal employment opportunity for everyone. We don’t discriminate in employment opportunities or practices on the basis of race, ancestry, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, citizenship, military service obligation, veteran status or any other basis protected by federal, state or local laws. Our policies and personnel practices are intended to ensure that all of us are treated equally with regard to recruiting, hiring, and advancement, and our decisions on employment are made to further the principle of equal employment opportunities for employees.

iLEAD will look to select the best candidate for the position despite if the candidate has been referred. While an employee referral program is a great recruiting tool, iLEAD will only use this program as a percentage of its recruiting effort to avoid creating an unintentional disparate impact on some protected groups if employees refer candidates of the same race, religion, national origin, or any other protected class. All candidates will be evaluated for employment consistent with iLEAD policies and procedures. All information regarding the hiring decision will remain strictly confidential. Any disputes or interpretations of the program will be handled through Employee Services.

Other Things You Should Know

Employee Referral Programs are more effective when hiring managers prioritize hiring. We asked hiring managers to review all applications and screen for the most qualified candidates. Collectively, timeliness and communication to the candidates will be crucial in the success of this program. If you have any questions regarding the program, please contact the Employee Services team at employeeservices@ileadcalifornia.org.

Please note: For part-time positions (less than 30 hours a week) referral amount will be 50 percent of what’s listed below.

Position Title	Tier 1 Reward: Incentive Amount (Paid After 90 days of successful employment).	Tier 2 Reward: Paid After 12 Months	Expires
General Employee Referral	\$250	\$250	Ongoing
Hard to Fill* General Employee Referral	\$500	\$500	When position vacancy posting closes.

***Hard to Fill Determinations:** A hard-to-fill vacancy is an open job vacancy that has been posted for over 30 days and, despite active measures there have been no applicants or the applicants have not been sufficiently qualified or suitable for the job in question.

iLEAD California Charters 1,

Theatre Of Hearts Inc.

MEMORANDUM OF UNDERSTANDING

Article 1: Introduction

This Agreement (hereinafter “Agreement”), is effective as of the date of the last signatory hereto (hereinafter “Effective Date”), by and between the 501(c)(3) organization Theatre Of Hearts/Youth First and iLEAD California for an Artist in Residence program placed at iLEAD Antelope Valley. Theatre Of Hearts/Youth First and iLEAD Antelope Valley are in mutual agreement and commitment to the project and understand and commit to the roles and responsibilities of each party to implement the programming.

Article 2: General Provisions

Scope of the Agreement

The scope of this agreement outlines the coordination, management, and resources provided by Theatre Of Hearts/Youth First and in conjunction with iLEAD California and iLEAD Antelope Valley.

Purpose of Project

The purpose of this project is to provide 4 Youth First Artist-In-Residence programs consisting of 12 (2-Hour) workshop sessions per program with a curriculum adhering to the California State Standards for the Visual and Performing Arts and California Common Core State Standards.

Article 3: Theatre Of Hearts/Youth First responsibilities

A. Theatre Of Hearts Inc. will provide Teaching Artists, Coordinators, Guest Artists, and Materials to create and implement the Youth First Artist-In-Residence Program.

B. Theatre Of Hearts/Youth First will ensure that all artists, coordinators, and staff who visit the iLEAD Antelope Valley Campus have been thoroughly screened. Including passing a background check by the Department of Justice (livescan), testing negative for tuberculosis, and completing the CA Child Abuse Mandated Reported Training.

C. **Pre- and Post-Surveys** will be administered to assess student achievement through outcome-based evaluation in art form terminology and elements at the beginning and completion of each 12 week TOHYF Program

Article 4: iLEAD California Responsibilities

A. iLEAD will support the recruitment, coordination, and marketing of the program to student participants.

B. iLEAD will secure \$21,800 in funds, payable to Theatre Of Hearts Inc. from the Los Angeles County Arts Advancement Grant. Ø **Classroom teachers and site staff will complete the TOHYF Program Evaluation Forms**, and email them to TOHYF at the completion of each 12 week residency.

Article 6: Timeline for the Theatre Of Hearts/Youth First Artist-In-Residence Program:

Theatre Of Hearts/Youth First will provide a 12-week Artist-In-Residence program for learners at iLEAD Antelope Valley beginning in September of 2022. Programming will be in alignment with California State Visual and Performing Arts Standards. The culmination of the 12-week Youth First Artist-In-Residence Program will take place at the iLEAD Antelope Valley Winter Show, scheduled for December 16, 2022.

Prior to the first week of instruction, Theatre Of Hearts/Youth First artist mentors and staff will meet with iLEAD Antelope Valley staff for orientation. Theatre Of Hearts/Youth First will provide hands-on professional development for all iLEAD Antelope Valley teachers who will accompany their classes to the Youth First programming as active participants each week. Throughout each residency, school and site staff learn how to successfully integrate professional-level, standards-based arts education curricula in the classroom from TOHYF Professional Artist Mentors.

Article 7: Mutual indemnification clause:

iLEAD Antelope Valley agrees to: Defend, indemnify and hold harmless Theatre Of Hearts.Inc., its directors, trustees, employees, agents, student interns and representatives from and against any and all claims, demands, damages, suits, and judgments, (including reasonable and actually incurred attorneys' fees, court costs related thereto) arising directly or indirectly from or out of any act, error, negligence, or omission of any iLEAD Party.

Theatre Of Hearts Inc. agrees to: Defend, indemnify and hold harmless iLEAD Antelope Valley its directors, trustees, employees, agents, student interns, and representatives from and against any and all claims, demands, damages, suits and judgments (including reasonable and actually incurred attorneys' fees and court costs), arising directly or indirectly from or out of any act, error, negligence, or omission of any Agency Party.

Article 8: Insurance and Risk Management:

Minimum Required Limits of Insurances:

Commercial General Liability to include Products/Completed Operations, independent Contractor, Contractual Liability, and Personal injury Liability; with at least the following limits of liability:

Primary Bodily injury Liability Limits of \$1,000,000 per occurrence and Primary Property Damage Liability Limits of \$1,000,000 per occurrence,

- Or -

Aggregate liability for both bodily injury and property damage liability of \$2,000,000

1. Automobile Liability: Automobile Liability with the following limits: Primary Bodily injury with limits of \$1,000,000 per occurrence and Primary Property Damage with limits of \$1,000,000 per occurrence,

- Or -

Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$1,000,000 per occurrence.

2. Workers Compensation insurance with the limits established and required by the State of California..

3. Employers Liability with limits of \$1,000,000 per occurrence.

4. Professional Liability with limits of \$1,000,000 per claim

5. Abuse or Molestation Liability with Limits of \$1,000,000 per occurrence.

Cancellation Notice: With respects to the interests of iLEAD California Charters 1 and iLEAD Antelope Valley Hybrid, this insurance shall not be canceled, materially reduced in coverage or limits, or non-renewed unless thirty (30) days prior written notice by receipted delivery is given to iLEAD Antelope Valley Hybrid, addressed as follows:
iLEAD Antelope Valley Hybrid
2110 W Ave K, Lancaster, CA 93536

ALL Names to be listed in the Description of Operations/Notes section PLEASE ADD ALL

Maker Learning Network; iLEAD California Charters 1; iLEAD Hybrid; iLEAD Online;
Santa Clarita Valley International; iLEAD Lancaster; iLEAD Foundation; iLEAD Agua Dulce;
iLEAD Spring Meadows; Empower Generations; Colorado Skies Academy
All iLEAD locations and affiliates and managed entities.

Article 9: Equipment/Property.

All parties and partners will be responsible for the cost and care of their own property, and shall take care to keep their personal property secure.

Article 10: Conflict Resolution.

Should any problems or conflicts arise in the course of the delivery of services, it is understood that the authorized representative of the Parties will work to accomplish an effective resolution through a collaborative process, including, but not limited to, mediation.

Article 11: Payment and Billing.

iCC1 will pay \$21,800 to Theatre Of Hearts Inc. for services and materials to support iLEAD Antelope Valley's arts programming. Theatre Of Hearts Inc. will invoice for \$10,900 (50% of payment) at the end of cycle one, midpoint of programming, and will invoice the remaining \$10,900 at the end of cycle two, completion of the program. Payment will be due no later than 10 business days from receipt of invoice.

It is hereby agreed and accepted:

Sheila Scott-Wilkinson

Executive Director, Theatre Of Hearts Inc.

Date

Talaya Coleman

Date

School Director, iLEAD Antelope Valley

Amanda Fisher

Executive Director, iLEAD California Charters I

Date



CONTRACT #: AG-23 6264
Advancement Grant Program Agreement



This Agreement made this date, _____, by and between the County of Los Angeles ("County"), a body corporate and politic and a political subdivision of the State of California, and:

Organization ("Grantee"): **ilead Ca Charters 1**
Address: **3720 Sierra Hwy., Unit C**
City, State, Zip: **Acton, CA 93510**
Primary Contact: **Sara McDaniels**
Email Address: **sara.mcdaniels@ileadschools.org**
Los Angeles County Vendor #: **18854201**

LOS ANGELES COUNTY ARTS EDUCATION COLLECTIVE ADVANCEMENT GRANT

The County, through the Los Angeles County Department of Arts and Culture ("Arts and Culture"), provides grants to Los Angeles County School Districts to support quality arts education programming for public school students.

Grantee is a Los Angeles County School District that is part of the Arts Ed Collective network and is currently implementing a board approved strategic plan for arts education.

Section 1. AGREEMENT DOCUMENTS. This Agreement is comprised of this three-page document, the Standard Terms and Conditions attached hereto as Exhibit A, and the General Terms and Instructions attached hereto as Exhibit B. Grantee affirms it has reviewed the entire Agreement, including the attached exhibits, and understands and will comply with the terms and conditions contained therein.

Section 2. PURPOSE AND SCOPE OF GRANT. The County desires to provide a grant to support Grantee in addressing and achieving key action items that move them toward their long term vision for arts education within their school district, as described in the application materials submitted to the County in connection with this grant. Specifically, this grant award will be used for the following purposes only ("Project"): ***to support year-round artist residencies in dance, music, theater and visual arts with a teacher professional development series by Theatre of Hearts/Youth First for iLead Antelope Valley Learning Center.***

Section 3. AGREEMENT TERM. The term of this Agreement shall commence when executed by all parties hereto, no earlier than July 1, 2022, and shall expire on: **June 30, 2023.**

Section 4. MAXIMUM GRANT AMOUNT. The maximum grant amount payable by the County to the Grantee under this Agreement may not exceed: **\$21,800.**

Section 5. ADDITIONAL TERMS AND CONDITIONS.

A. Matching Funds. As a condition of this grant award, Grantee must provide, at a minimum, matching funds equal to or exceeding the amount set forth in Section 4, above, for the purposes of funding the Project. If for any reason Grantee fails to contribute any or all of the required matching funds, the grant award will be reduced in an amount equal to the amount of matching funds Grantee fails to contribute. Grantee must reimburse the County any grant amount forfeited pursuant to this paragraph within 10 business days of a demand by the County for reimbursement, or within 30 days of expiration of the term of this Agreement, whichever is earlier. Grantee will follow those procedures and requirements established in the General Terms and Instructions (Exhibit B) for the acquisition and reporting of matching funds.

CONTRACT #: AG-23 6264
Advancement Grant Program Agreement

B. The County will pay the grant allocations set forth in Section 4, above, to Grantee in up to three installments. The County will not pay any interest or other charges on any grant allocation. Grantee must submit invoices as follows:

- (i) Grantee may submit one (1) invoice for a maximum of 25% of the grant award following successful completion of all project planning and attendance at a County-scheduled grantee convening or a countywide network event. This invoice is optional.
- (ii) Grantee may submit one (1) invoice for a maximum of 50% of the grant award following successful completion of a mid-project check-in and site visit with County staff. This invoice is optional.
- (iii) Grantee must submit one (1) invoice for all unpaid grant funds on or before May 15, 2023. This invoice is mandatory and must be accompanied by a completed Final Report, as described in the General Terms and Instructions (Exhibit B). Payment pursuant to this invoice is contingent upon submission of the Final Report.

Grantee's failure or election not to submit an optional invoice pursuant to (i) or (ii), above, will not limit, reduce, or otherwise affect the Grantee's obligations under this Agreement.

C. Any funds allocated by the County to Grantee pursuant to this Agreement which are not used by Grantee in support of the Project must be returned to the County within 30 days of the expiration of the term of this Agreement. Grantee will forfeit any grant funds which remain unused upon the expiration of this Agreement.

D. Grantee agrees to comply with the terms of this Agreement, including the terms set forth in the attached Exhibits A and B, all applicable local, state and federal laws, and all applicable current and future guidelines issued by Arts and Culture.

E. Signatures. Grantee represents and warrants that the person or persons executing this Agreement for Grantee is/are authorized agent(s) who have actual authority to bind Grantee to each and every provision of this Agreement, and that all requirements of Grantee have been fulfilled to provide such actual authority.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original and will together constitute one and the same Agreement. Manual signatures may be provided by facsimile, or digitally scanned and provided by electronic mail. Grantee will maintain on file and, upon the County's request, agrees to provide the County with an original of a signature provided by facsimile or electronic mail. Alternatively, grantee may provide electronic signatures of authorized signors via Adobe Sign.

CONTRACT #: AG-23 6264
Advancement Grant Program Agreement

IN WITNESS WHEREOF, the County has executed these presents by causing them to be subscribed by the Director of its Department of Arts and Culture, and Grantee has caused these presents to be executed by its duly authorized representatives, the date first above written.

COUNTY OF LOS ANGELES

By: _____ Date: _____
Kristin Sakoda, Director
Los Angeles County Department of Arts and Culture

GRANTEE

By: _____ Date: _____
Cheri Bradford, Board Secretary
ilead Ca Charters 1

By: _____ Date: _____
Ms. Amanda Fisher, Executive Director for iLEAD California
ilead Ca Charters 1

APPROVED AS TO FORM:
Dawyn R. Harrison
Acting County Counsel

By: _____
Deputy

Congratulations on your District's Advancement Grant award! This General Terms and Instructions document contains all the information you will need to manage your grant, meet grantee requirements, and receive payments.

Please read this entire document thoroughly and visit our website at lacountyartsedcollective.org/initiatives/school-district-support/manage-your-grant to access up-to-date resources and information about managing your grant award.

CONTRACT OVERVIEW

Grant Period

The period of the grant is from the date of contract execution through June 30, 2023. *Please note that the invoicing and reporting deadline is May 15, 2023. All funds must be expended prior to the May 15 deadline unless written approval is granted.*

Contract Project Budget and Target Participation

Advancement Grant awards may be less than the original grant request. As a result, the project budget must be revised accordingly in the *Adjusted Grant Budget and Participation* form via our online grant management system. More details about this requirement can be found in the *Requirements for Contracting* section of this document.

Matching Funds

Grantees must demonstrate and report matching funds that ensure Los Angeles County grant funds do not exceed fifty percent (50%) of the total cost of the project. Please note that the contract provides that you may forfeit some or your entire grant award if you do not comply with this requirement.

Signing the Contract

The contract must be executed with two signatures:

- The district's superintendent, and
- A School Board President or an officer.

Credit/Recognition

Grantees are asked to recognize support from Los Angeles County by placing the Los Angeles County Arts Ed Collective logo on materials created and disseminated as part of the project funded by the Advancement Grant. The Arts Ed Collective Logo can be downloaded at lacountyartsedcollective.org/initiatives/school-district-support/manage-your-grant. More details about this requirement can be found in the *Credit and Acknowledgement* section of this document. Contact us at artsedcollective@arts.lacounty.gov for assistance with acknowledging Los Angeles County support.

It is your responsibility as a grantee to meet all award requirements. If you fail to comply with requirements, your contract may be suspended or terminated, and you may forfeit some or your entire grant award.

PANEL COMMENTS

Knowledgeable members of the arts education community assessed your funding request as part of the review process. To schedule a time to discuss panel feedback with staff, contact Keelia Postlethwaite Stinnett, Program Manager, at artsedcollective@arts.lacounty.gov.

REQUIREMENTS FOR CONTRACTING

The following requirements must be met by your school district prior to the signing of your contract:

Adjusted Grant Budget and Target Participation

Grantees must provide the Department of Arts and Culture (Arts and Culture) with an updated target participation and grant budget, including all expenses and matching funds related to the scope of your project and reflective of your final award amount. To complete and submit the form, visit the grant management system: <https://apply-lacdac.smapply.io>.

Forms must be completed accurately and in full:

- Grant budget table tabulates correctly and includes sufficient matching funds
- Adjusted scope of activities within the form aligns with the project as stated in Section 2 of the Program Agreement
- All questions are completed and changes in scope described clearly

Arts and Culture must confirm acceptable completion of the form prior to final execution of the contract; any delays in submission of a complete and accurate form may delay final execution of the grant contract and consequently the distribution of the grant award.

Los Angeles County Vendor Number

Grantees must have a current vendor number registered with Los Angeles County. To obtain a vendor ID visit camisvr.co.la.ca.us/webven/. If you have questions relating to your vendor number, please contact vendor relations at (323) 267-2725.

Optional:

Once a vendor number has been created grantees are encouraged to register for Vendor Self-Service (VSS) to support and ease account management.

Upon registration in VSS, **grantees are required** to enroll in Direct Deposit in order to expedite payments. Please follow the instructions listed online at directdeposit.lacounty.gov/.

Assignment of a Project Lead

A district must assign a project lead who will manage the coordination, implementation and assessment of the project and all elements of the contract between the district and the County. If the project lead listed in the contract changes, the district must notify Arts and Culture and identify the name and contact information of the new project lead. Notification should occur before the existing project lead's responsibilities change so that a transition meeting can be scheduled between the former and future district project lead and Arts and Culture staff.

ROLES AND RESPONSIBILITIES DURING IMPLEMENTATION

The following requirements must be met by your school district during implementation of the Project:

- Project lead attends a County-scheduled grantee convening or a countywide network event on a date to be announced.
- Project lead participates in a mid-project check in call with County staff.
- Project lead completes a Final Report that includes a brief narrative on project outcomes, participation data, a final budget and at least one work sample.

CREDIT AND ACKNOWLEDGEMENT

Grantee will acknowledge the (“Project”) as stated below in all digital and print communications, promotional, press and product materials:

[PROJECT] is supported by the LA County Arts Ed Collective, the initiative dedicated to making the arts core in K-12 public education.

In addition,

- Grantee will include the above acknowledgement and the Arts Ed Collective logo on all Project digital and print communications, promotional and product materials. The Arts Ed Collective logo must be no smaller than half an inch in height, no smaller than the Grantee logo, and be placed as a standalone. Grantee will submit all digital and print materials featuring the Arts Ed Collective logo to Arts and Culture’s Director of Communications for review and approval before finalizing, printing or distributing.
- Grantee will include the above acknowledgement and the Arts Ed Collective logo on all Project web pages and will hyperlink the Arts Ed Collective logo to the Arts Ed Collective website at LACountyArtsEdCollective.org.
- Grantee will include the above acknowledgement and the Arts Ed Collective logo on all Project email blasts.
- Grantee will verbally share the above acknowledgement in all events and presentations of the Project.
- Grantee will include the above acknowledgement in all press materials and releases. Grantee will submit draft press releases announcing the Project to Arts and Culture’s Director of Communications for review and approval before finalizing or distributing the release.
- Grantee will provide a minimum of 48 hours’ notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

INVOICING AND REPORTING

Advancement Grant awards shall be paid in three installments.

Final payment requests and required reporting documentation are due by May 15, 2023.

- You may submit one (1) invoice for a maximum of 25% of the grant award following successful completion of all project planning and attendance at a County-scheduled grantee convening or a countywide network event. *This invoice is optional.*
- You may submit one (1) invoice for a maximum of 50% of the grant award following successful completion of a mid-project check-in call with County staff. *This invoice is optional.*
- You must submit one (1) invoice for all unpaid grant funds on or before May 15, 2023. This invoice is mandatory and must be accompanied by a completed Final Report. Payment pursuant to this invoice is contingent upon submission of the Final Report.

Payment requests and the Final Report must be submitted through the online grant management system <https://apply-lacdac.smapply.io>.

PROJECT AMENDMENTS

Grant activities and expenses must be consistent with those approved for funding. If changes in the contracted project are necessary during the contract period, you must:

1. Contact Arts and Culture's Arts Education staff and set up a project amendment phone appointment;
2. Complete and submit the Project Amendment form found via <https://apply-lacdac.smapply.io>;
3. In the Project Amendment form provide the following information at a minimum:
 - a. Advancement Grant contract number,
 - b. Specific change(s) requested,
 - c. Justification for each requested change(s),
 - d. Revised project budget, if applicable, or else a statement that, "No revised project budget has been included in this amendment,"
 - e. Contact information, including a phone number, fax number and e-mail address.

No project amendment is effective unless and until grantee receives approval from Arts and Culture in the form of a signed project amendment form. Until such time as grantee receives such written approval, grantee shall only incur costs and shall only carry out its project in a manner consistent with the terms and conditions of the original contract.

CONTACT ARTS ED COLLECTIVE STAFF

For questions regarding your Advancement Grant award or project, project amendments, applications, eligibility, or invoicing and reporting inquiries please contact Keelia Postlethwaite Stinnett, Program Manager, at kpostlethwaite@arts.lacounty.gov.

Los Angeles County Department of Arts and Culture
1055 Wilshire Blvd., Suite 800
Los Angeles, CA 90017
(213) 202-5858
artsedcollective@arts.lacounty.gov
www.LACountyArtsEdCollective.org
www.LACountyArts.org



EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
CONSULTANT SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES CONSULTANT SERVICES CONTRACTS

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits/Attachments thereto, the following definitions shall govern its interpretation:

§ 101. “Agreement” shall mean the agreement by and between the Consultant and the County of Los Angeles, a body politic and corporate, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.

§ 102. “Auditor-Controller” shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. “Department” shall mean the County of Los Angeles Department of Arts and Culture .

§ 104. “Consultant” shall mean the agency or individual contracting with the County under the terms and conditions of this Agreement, including Consultant’s employees, agents, assigns, contractors, subcontractors, and anyone else involved in any manner in the exercise of the rights therein given to the Consultant.

§ 105. “Contract Amount” shall mean the fees or payment agreed to be paid by the County for consultant services as set forth in the Agreement.

§ 106. “County” shall mean the County of Los Angeles.

§ 107. “Director” shall mean the Director of the Department of Arts and Culture and/or her designee.

§ 108. “Services” shall mean the services identified in the primary document of this Agreement, or as more specifically set forth in an appropriate exhibit or attachment thereto.

§ 109. “State” shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Consultant provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws. The Consultant certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The County reserves the right to review the Consultant’s policies and procedures to ensure compliance with such laws, rules, regulations, ordinances, and directives, as applicable. The Consultant shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Consultant, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 202. Copyrights/Privacy Rights. The Consultant shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment

hereto, violate the rules and regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters. Further, the Consultant will not defame or harm the reputation of any person, firm or corporation as a result of entering into this Agreement. The Consultant shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Consultant's failure to comply with the foregoing.

§ 203. Nondiscrimination and Assurance of Compliance with Civil Rights. (a)

The Consultant assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, if any, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Consultant hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(d) To the extent applicable, Consultant shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Consultant shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Consultant has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Agreement.

(g) The parties agree that in the event Consultant violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

§ 204. Wage and Hour Laws. To the extent applicable, the Consultant assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Consultant shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Consultant's employees for which the County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) To the extent applicable, the Consultant shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 et seq.) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Consultant assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205** and to the extent applicable, Consultant agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Consultant certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) To the extent applicable, the Consultant warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Agreement are eligible for employment in the United States. The Consultant shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Consultants failure to comply with the foregoing.

(b) The Consultant represents that he/she has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Consultant shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§ 207. Drug Free Workplace Compliance. The Consultant hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

§ 208. Conflict of Interest/Contracts Prohibited. (a) The Consultant represents and warrants that no County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed

in any capacity by the Consultant, or shall have any direct or indirect financial interest in this Agreement.

(b) The Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Consultant in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Consultant earned for a period of one year from the date he/she separated from County employment.

§ 209. Lobbying. The Consultant certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Consultant shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 210. County Layoffs. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Consultant.

(c) Consultant shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. Upon request from Consultant, the County will refer GAIN/GROW participants by job category to the Consultant for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(c) Notwithstanding **§ 210** and **§ 211** of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

§ 212. Covenant Against Contingent Fees. (a) Consultant certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.

(b) For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the County.

§ 213. Warranty of Adherence to County's Child Support Compliance Program.

(a) Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) To the extent required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement and comply with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Unless otherwise exempt by County Code section 2.200.040, failure to comply with such reporting requirements, or failure to implement and comply with lawfully served wage and earnings assignment orders or notices of assignment, shall constitute a default under this Agreement, and failure to cure the default within ninety (90) days of notice by the County shall subject the Agreement to termination.

(c) Unless otherwise exempt under Los Angeles County Code section 2.200.040, failure to comply with the provisions of this **§ 213** may be cause for debarment.

§ 214. Debarment and Suspension. (a) The Consultant certifies that it has not been subject to debarment and/or suspension under any federal (29 CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Consultant.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Consultant is hereby notified that, in accordance with County Code Chapter 2.202, as may be amended from time to time, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Consultant may be subject to debarment, the County will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This § 214 shall also apply to subcontractors of County contractors, if any.

§ 215. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Consultant certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 216. Prohibited Activity. To the extent applicable, the Consultant represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Consultant agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§ 217. Protection Against Fraud and Abuse. The Consultant (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it perform services in a manner which safeguards against fraud and abuse. The Consultant agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Consultant, its officers, employees and agents of this section.

§ 218. Authorization Warranty. The Consultant represents and warrants that the person executing this Agreement on behalf of the Consultant is an authorized agent who has actual

authority to bind Consultant to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Consultant have been fulfilled to provide such actual authority.

§ 219. Employee Jury Duty Service Program. (a) **Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this **§ 219**, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means 40 hours of more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this **§ 219**. The provisions of this **§ 219** shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for any exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for any exception to the Program.

(4) Consultant's violation of this **§ 219** may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 220. Notice to Employees Regarding Safely Surrendered Baby Law. The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify

and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this **Exhibit A** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 300. INDEPENDENT STATUS

§ 301. Independent Contractor. (a) The Consultant shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Consultant. Consultant understands and agrees that all of Consultant's personnel are employees solely of the Consultant and not of the County for purposes of workers' compensation liability.

(b) To the extent Consultant is and intends to remain an individual consultant during the term of this Agreement, and as such has no employees and no corporate or other organizational structure, the County and Consultant agree that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Consultant. In the event Consultant, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Consultant shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Consultant.

§ 302. No Authority to Bind County. As an independent contractor and except as otherwise expressly provided in the Agreement, Consultant has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 303. Requisite Skills. The Consultant represents and warrants to the County, and County relies on such representation and warranty, that the Consultant (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Consultant understand and agree that the Consultant is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

§ 304. Identification. As an independent contractor, Consultant must, at his or her own expense, supply any and all identification material (e.g., business cards, etc.) used in the performance of this Agreement. Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. **IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW.** To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Consultant is an independent contractor or consultant.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

§ 402. Insurance. (a) Without limiting Consultant's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this § 402 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 Consultant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

(b) **Evidence of Coverage and Notice to County.**

(1) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(2) Renewal Certificates shall be provided to County not less than ten (10) days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or subcontractor insurance policies at any time.

(3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Agreement. 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 dollars (\$50,000), and list any County required endorsement forms.

(4) 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 Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Attn: Director
Los Angeles County Department of Arts and Culture

1055 Wilshire Boulevard, Suite 800
Los Angeles, California 90017

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

(c) **Additional Insured Status and Scope of Coverage.** The County, its Special Districts, elected officials, officers, agents, employees, and volunteers (collectively, "County and its Agents") shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant 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 endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(d) **Cancellation of or Changes in Insurance.** Consultant shall provide County with, or Consultant'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 the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

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

(f) **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.

(g) **Consultant's Insurance Shall Be Primary.** Consultant'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 Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Consultant shall

require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(i) **Subcontractor Insurance Coverage Requirements.** Consultant shall include all of its subcontractors as insureds under Consultant's own policies, or shall provide County with each of its subcontractor's separate evidence of insurance coverage. Consultant shall be responsible for verifying that each of its subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Consultant as additional insureds on the subcontractor's General Liability policy. Consultant shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

(j) **Deductibles and Self-Insured Retentions (SIRs).** Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant'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.

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

(l) **Application of Excess Liability Coverage.** Consultant may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** 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.

(n) **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(o) **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

§ 403. Insurance Coverage. (a) Consultant shall provide the programs of insurance set forth in this § 403 at such limits as are set forth in the Primary Document. If no limits are specified in the Primary Document, the default limits specified in this § 403 shall apply.

(b) **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

(c) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits 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 Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(d) **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Consultant 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 Consultant'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.

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§ 500. OPERATIONAL RESPONSIBILITIES

§ 501. County Rules. Consultant shall, in all details of the Services to be performed by Consultant, comply with and abide by all applicable rules, regulations and directions of the County, and shall be governed by the policy and guideline requirements of the Department of Arts and Culture, relevant County commissions and, to the extent applicable, State and/or federal agencies responsible for funding the services herein.

§ 502. Permits/Licenses. Consultant shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof, obtain and keep in effect, at a cost solely borne by the Consultant, all permits and licenses required to conduct the Services.

§ 503. Public Statements. Consultant shall indicate in any press statement(s) or release(s) to the public that is related to the services provided herein, that such services are funded by the County. All such releases, statements or press or public activities shall be approved and coordinated with the Director.

§ 504. Staff Identification. (a) Consultant shall provide for him/herself and all Consultant staff providing services under this Agreement with a photo identification badge in accordance with County specifications (said badge to be clearly distinguishable from County employee identification badges). Specifications may change at the discretion of the County and Consultant will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Consultant implementing the use of the badge.

Consultant and his/her staff, while on duty or when entering any County facility or County grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Consultant shall notify the County within one business day when staff are terminated or otherwise removed from working under this Agreement. Consultant is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal. Upon termination or expiration of this Agreement, Consultant shall immediately destroy any remaining badge(s) used to comply with this **§ 504**, and certify same to the County.

(c) If County requests the removal of Consultant's staff, Consultant is responsible to retrieve and immediately destroy the staff person's photo identification badge at the time of removal.

§ 600. AUDITS/RECORDS/REPORTS

§ 601. Audits. (a) The County Auditor-Controller shall at all times have access for audit purposes to the books, records, and accounts maintained by the Consultant in connection with all money expended under the terms of this Agreement.

(b) The Consultant shall take all actions necessary to enable the County Auditor-Controller or other authorized County representative(s) to clearly determine whether the Consultant is properly performing its contractual obligations, especially in relation to payments received.

(c) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Consultant regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Consultant, then Consultant agrees that the difference, at the County's discretion and in its sole direction, shall be either:

(1) Repaid forthwith by Consultant to County by cash payment; or

(2) Credited against future payments hereunder to Consultant. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Consultant, then the difference shall be paid to Consultant by County provided that in no event shall the County's maximum obligation for this Agreement exceed the maximum contract sum.

(d) Failure by the Consultant to comply with the requirements of this **§ 601** shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement.

§ 602. Inspection of Records. (a) During normal business hours, Consultant shall allow the County to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Director, the County and/or authorized State or federal governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

(b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be

kept and maintained by the Consultant in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless County's written permission is obtained to dispose of material prior to this time. In the event Consultant's books, records or documents are located outside the County of Los Angeles, the Consultant agrees to pay the County for traveling and per diem costs connected with an inspection or audit.

§ 603. Records/Data. (a) All data and information collected by Consultant in performance of its obligations under the terms of this Agreement shall remain or become the property of the County and shall not be appropriated by the Consultant for private, proprietary use. All reports and other data collected during the term of this Agreement shall be relinquished to the County upon termination of this Agreement.

(b) The Consultant shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder, as are deemed necessary or required by the County or State of federal regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized County representative.

(c) County obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Consultant under the terms of this Agreement.

(d) This provision shall survive termination or expiration of the Agreement.

§ 604. Progress Reports. The Consultant shall, at the direction of the Director, submit periodic progress reports outlining progress in completing services set forth in this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES

§ 701. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County providing to Consultant a written Notice of Default if the Consultant fails to perform any covenant or condition of this Agreement, as determined by the Director.

(b) The Consultant shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in her sole discretion, the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Consultant's event/performance for Consultant's Default, the County, in its sole discretion, may procure a replacement performance(s) and the Consultant shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

§ 702. Termination for Convenience. Except as otherwise provided in this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Consultant without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated,

and the date upon which such termination becomes effective. In the event of termination, the County shall pay the Consultant for all services completed prior to the effective date of such termination, less payments previously paid by the County for such services.

§ 703. Termination for Improper Consideration. (a) The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Consultant either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

(b) Consultant shall immediately report any attempt by a County officer or employee 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's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 704. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in § 213 shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County shall be grounds upon which the County may terminate this Agreement.

§ 705. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

(1) when such is prevented by operation of law;

(2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,

(3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Consultant, or unavoidable casualty.

(b) In the event the Consultant's performance is excused in accordance with this § 705, and the services are not provided, the Consultant agrees to reimburse the County the any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Consultant as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Director in his sole discretion.

§ 706. Program Termination. In the event the services provided herein are directly related to a federal, State or local program and said program is terminated for any reason, the County may terminate this Agreement immediately without further liability for services yet to be rendered.

§ 707. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 702** (Termination for Convenience), as of the end of the then current fiscal year; provided, however, that the notice required in such an event may be less than that required under **§ 702**. The County shall make a good faith effort to notify the Consultant in writing of such non-allocation at the earliest time.

§ 708. Consultant Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the Director or his designee, the Consultant shall:

(a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Consultant shall stop work to the extent specified.

(b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.

(c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.

(d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 800. GENERAL PROVISIONS

§ 801. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 802. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the County. Absent such approval, any attempt by the Consultant to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement.

§ 803. Notices. (a) The Director shall be the County representative to whom the Consultant shall forward all notices, documents, reports, and records as required herein. Notices to the parties shall be addressed as listed in the Agreement

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 804. Waivers. (a) Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Director.

§ 805. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 806. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Consultant warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Consultant's responsibility to retain on file, and to abide by the entire Agreement.

§ 807. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 808. Proprietary Rights. (a) Any materials, data and information not developed under this Agreement, which Consultant considers to be proprietary and confidential, shall be plainly and prominently marked by Consultant as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

(b) County will use reasonable means to ensure that Consultant's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Consultant of any Public Records Act request for items described in **§ 808** (a). County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Consultant.

(c) Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under **§ 808** for:

(1) Any material, data and information not plainly and prominently marked with restrictive legends as set forth in **§ 808 (a)**;

(2) Any materials, data and information covered under **§ 808**; and

(3) Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

(d) Consultant shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, Consultant shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

(e) Consultant shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

(f) The provisions of **§ 808(c)**, **(d)** and **(e)** shall survive the expiration or termination of this Agreement.

§ 809. Subcontracting. (a) No performance of this Agreement or any portion thereof may be subcontracted by the Consultant without prior written notice to the Director or her authorized designee. Furthermore, Consultant agrees that, to the extent any part of this Agreement is to be subcontracted, Consultant shall comply with all County, State and/or federal procurement requirements established for the Program.

(b) Any attempt by the Consultant to subcontract any performance of the terms or conditions of this Agreement without first providing written notice to the Director or her authorized designee, shall be null and void and shall constitute a breach of this Agreement.

(c) All notices of subcontracting shall be directed to the Director and shall, at a minimum, include:

(1) A description of the services to be provided by the subcontract; and

(2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.

(d) Subcontracts shall be made in the name of the Consultant and shall neither bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Consultant of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Notice to the Director of any subcontract shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Director be construed as affecting any increase in the amount of this Agreement. Consultant shall be responsible for all costs associated with subcontracting.

§ 810. Public Records Act. (a) Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's

documents, books, and accounting records pursuant to this Agreement; as well as those documents which were required to be submitted in response to a solicitation issued by the County for the awarding 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." The 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 of court of competent jurisdiction.

(b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFP or other solicitation marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

§ 811 County's Quality Assurance Plan. County will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Director. The report will include improvement/corrective action measures taken by the County staff and Consultant. If improvement does not occur consistent with the corrective action measures, the Director may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 812. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waster disposal at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 813. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Agreement shall not restrict County from acquiring similar, equal or like services from other entities or sources.

§ 814. Endorsement. The Consultant shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the County. Any published document, opinion or article referencing the County must have prior written consent of the Director.

§ 815. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 816. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§817. Warranty of Compliance with County's Defaulted Property Tax Reduction Program. Consultant acknowledges that County has established a goal of ensuring all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic

burden otherwise imposed upon the County and its taxpayers. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with the Los Angeles County Code Chapter 2.206.

§818. Termination for Breach of warranty to Maintain compliance with county's Defaulted Property Tax Reduction Program. Failure of Consultant to maintain compliance with the requirements set forth in Section 817 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any provision of this contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract an/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

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Issued By Mustafa Elham
Email mustafae@brainpop.com
Phone 212.574.6096

Account Name iLead Hybrid Created Date 8/25/2022
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Contact Name Roxy Yanko
Email subscriptions@ileadexploration.org

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Virtual School Combo	1.00	2,500 students	A BrainPOP Virtual School with 24-hour access to BrainPOP Jr., BrainPOP, BrainPOP Español and BrainPOP Français.	0.00%	USD 11,625.00	USD 11,625.00
Virtual School ELL	1.00	50	Unlimited 24 hour access to all WIDA-aligned BrainPOP ELL lessons to build language skills.	94.87%	USD 4,000.00	USD 205.20

Subtotal USD 18,960.67

Discount 27.93%

Grand Total USD 13,664.82

Provisions

Access Recipient	Product	Access Start Date	Access End Date	Provision Price
iLead Hybrid	Virtual School Combo	8/25/2022	8/24/2023	USD 11,625.00
iLead Hybrid	Virtual School ELL	8/25/2022	8/24/2023	USD 205.20
iLead Hybrid	BrainPOP Science School-wide Access	9/17/2022	8/24/2023	USD 1,834.62

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Name: _____ Authorized Signature: _____

Title: _____ Date: _____

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