

**SUMMER PROGRAM AGREEMENT BETWEEN  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
AND  
OFL-WSH, LLC**

**July 2020**

This Summer Program Agreement (“Agreement”) is executed by and between the William S Hart Union School District (“District”) a California School District, and OFL-WSH, LLC dba Opportunities For Learning William S. Hart Charter School (also known as Opportunities For Learning Santa Clarita) with CDE Code 19 65136 1996263 (“OFL”), (collectively, “the Parties”).

**RECITALS**

- A. WHEREAS, OFL operates under the trade name Opportunities For Learning pursuant to the California Charter Schools Act, California Education Code section 47600et seq.;
- B. WHEREAS, the Parties wish to enter into an all-inclusive instruction and related support services agreement setting forth the terms and conditions under which OFL will assist District in offering direct instruction to District’s students during the summer break for credit (“Summer Program”);
- C. WHEREAS, the Summer Program (“Summer Program”) shall be operated by OFL;
- D. WHEREAS, the Parties recognize the current COVID-19 Virus and related federal, state and local mandates prevent the Summer Program from being implement in the District facilities and as a result the Summer Program will be exclusively online distance learning;
- D. WHEREAS, the Summer Program will be held remotely through online Instructional Platform, as described below.;
- E. WHEREAS, the Parties wish to work cooperatively to ensure that the classes offered through the Summer Program meet State requirements;
- F. WHEREAS, the Parties wish to work cooperatively to ensure that all eligible students who enroll and participate in the Summer Program meet State requirements for non-classroom-based Charter School attendance accounting; and,
- G. WHEREAS, the Parties wish to work cooperatively to ensure students will not be contemporaneously enrolled in both the Summer Program and any other school program where the student’s attendance generates Average Daily Attendance (“ADA”);
- H. WHEREAS, the Parties hereto now wish to agree upon their respective rights and obligations concerning the operation of the Summer Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Relationship Summary.** The Parties to this Agreement are, and shall remain throughout the term of the MOU, independent contractors with neither party becoming the agent, express, implies or otherwise, of the other party.
2. **Effective Date and Term.** This Agreement shall be effective on the date upon which it is fully executed by the Parties.
  - a. **Term.** The Summer Program shall be **20** school days in each calendar year, as determined by OFL, commencing on **July 1, 2020** and expiring on **July 29, 2020** ("Expiration Date"). The initial term of this agreement shall be from the Effective Date to June 30, 2021 ("Initial Term").
  - b. **Termination.** Either party may terminate this Agreement by giving the other party written notice no less than ninety (90) days prior to the effective date of the termination.
3. **No Registration Fees.** The Parties agree that there shall be no registration fees for the Summer Program offered to eligible students enrolled in the Summer Program.
4. **ADA Funds.** Students enrolling in the Summer Program are enrolling in the Opportunities For Learning Charter School for the period of the Summer Program, and OFL shall receive any and all State funds generated by the enrollment and participation of all eligible students in the Summer Program. **No student may be contemporaneously enrolled in both the Summer Program and any other school program where that student's attendance generates ADA.**
5. **Compliance with all laws.** OFL shall comply with all laws and regulations related to the funding and operation of the Summer Program. If there is any alleged or actual violation of any law or regulation relating to the funding and operation of the Summer Program, OFL shall be exclusively liable for such, and will hold harmless and indemnify the District in any lawsuit and/or other legal action related to the same. OFL shall ensure compliance with all local, state and federal mandates related to the COVID-19 virus and shall be exclusively liable for any claims related to failure to comply.
6. **Instruction and Related Support Service Fee.** OFL Shall pay District a fee of **\$400** per Enrolled Student (defined herein below) served in the Summer Program for instruction and related support services including, but not limited to, general administration by OFL, technical and logistical support by OFL to facilitate and enhance instruction of the Summer Program, instructional or related materials and supplies, operating costs and all other instruction and related services provided by OFL to support the Summer Program ("Instructional and Related Support Service Fee"). OFL shall pay District for its actual Summer Program clerical support costs including total compensation costs for positions required for the successful administration of the Summer Program ("Clerical Support Fee"). The actual fee paid by OFL to District for the Clerical Support Fee shall not exceed **\$240,000**. In addition, The Hart District shall invoice OFL for the cost of a Summer School Liaison a total of **\$15,000**. The remaining 11 summer school administrative interns **\$7500** each will be hired by OFL, for a total cost of **\$82,500**. **OFL shall ensure that all students enrolled in the Summer Program have adequate technology to access the instructional program.**
  - a. **Final Student Count.** The number of students served for purposes of calculating the Instruction and Related Support Service Fee shall be the total number of Enrolled Students (see below for definition) in the Summer Program ("Final Student Count").

- b. **Enrolled Student.** “Enrolled Student” is defined solely as a student whose OFL Summer Program registration and enrollment documents have been fully completed, signed by student and student’s parent/guardian and who is actually counted for ADA apportionment. Each individual student is unique and shall not be counted more than once for purposes of calculating the number of Enrolled Students even if a student is enrolled in more than one course and the student’s name appears on more than one class roster.
  - c. **Attachment A.** OFL shall be financially responsible solely for those costs related to the operation of the Summer Program that are described in the budget projection sheet that is attached hereto as Attachment A, “Budget Projection Sheet.” Attachment A is a budget projection and **actual invoices shall be based on the Final Student Count and the actual number of District teachers/administrators/clerical support used in the Summer Program.** The Final Student Count shall be submitted by OFL to District upon the completion of the Summer Program. District shall thereafter provide OFL with an invoice within forty-five (45) days of providing District with the Final Student Count. District acknowledges and agrees that OFL shall not be responsible for any category of costs related to the operation of the Summer Program that are not reflected in Attachment A and District shall have no right to payment or reimbursement of costs not reflected in this Agreement or Attachment A.
7. **Enrollment.** District shall guarantee a minimum of twenty-five (25) Enrolled Students per offered course (“Minimum Required Enrollment”) as of the Count Day. The Count Day shall be the fifth (5<sup>th</sup>) school day of the Summer Program (“Count Day”). In the event the number of Enrolled Students is below the Minimum Required Enrollment on the Count Day, OFL shall have the option of doing one of the following: (i) OFL may continue to offer the course at its sole discretion; (ii) OFL may discontinue the course offering at its sole discretion; or (iii) OFL may consolidate same subject grade level courses, if applicable, to be taught under one teacher; or (iv) the Parties may work together to reach a mutually acceptable alternative.
8. **Teachers.** At the sole discretion of OFL, OFL will employ members of District’s certificated staff as teachers to provide instruction to students enrolled in the Summer Program. As employees of OFL, OFL shall compensate the teachers directly for their instructional services at District’s negotiated hourly rate for summer school based on the agreed upon hours between OFL and District, however, **teachers will only be compensated based on the number of hours documented and approved on submitted electronic timesheets.** Each teacher employed shall only be employed by one OFL charter school.
- a. **Offer Letter.** OFL shall require all teachers to sign an offer letter memorializing the teachers’ employment with OFL prior to their first day of providing instruction that states they are employees of the charter school. See the attached Attachment B, “Sample Offer Letter for an example of OFL’s Offer Letter, which sets forth rules of employment.
    - i. **Workers Compensation.** In addition, OFL shall be responsible for and provide proof of workers compensation coverage for all teachers. Teachers will be subject to OFL’s code of conduct and employee rules and regulations while employed by OFL.
    - ii. **Hours.** Teacher positions shall be full-time positions for agreed upon hours (not to exceed 6 hours per day) **and rates not to exceed 30 hours per week.** Teachers may work half-time (3 hours per day) based on District’s needs and courses offered so

long as the teacher meets the minimum number of hours of instruction required per course for students to receive full credit.

- iii. **Teacher Information.** The District shall send to OFL all required teacher information (“Teacher Information Sheet”) through the use of an online platform as directed by OFL no later than **1 month prior**. The completed Teacher Information Sheet will be printed and attached to this Agreement as Attachment C. The District shall assist in providing proof of a teacher’s credentials in the event OFL is unable to verify the teacher’s credentials.
- iv. **Substitute Teachers.** District shall be solely responsible for arrangement and payment of daily substitute teachers throughout the duration of the Summer Program. OFL shall reimburse the District for substitute teachers but the reimbursement shall not exceed the mutually agreed upon teacher rates.

## 9. Support Staff.

- a. **Substitute Teachers.** Please refer to the subparagraph titled “Substitute Teachers” in the section titled “Teachers” above.
- b. **Credentialed Administrator.** Credentialed staff (“Credentialed Administrator(s)”) shall be responsible for the development of the Master Schedule, assignment of teachers, scheduling of students, budget development and monitoring, and general supervision of students and staff of the Summer Program. District shall ensure that all Support/Clerical individuals listed in the “District Summer Program Information Form” will be reasonably available to OFL for the duration of the Agreement. The District Summer Program Information Form will be accessible through the use of an online platform as directed by OFL
- c. **Attendance Records.** Credentialed Administrator(s) and teachers shall be responsible for ensuring that teachers record student attendance daily for each of the Summer Program classes and that all attendance records are maintained in accordance with the law and OFL’s attendance recording policies.
- d. **Background Checks.** The Superintendent or Designee of District shall provide a signed letter affirming that all District certificated, classified and substitute teachers have completed live scans and background checks prior to being employed by District.
- e. **District Support Staff Services.**
  - i. **Emergency Coordination.** Although the Parties do not anticipate use of the District facilities for the Summer Program, District Administrators will assist with ensuring that each student in the Summer Program has an emergency card on file, safekeeping of all emergency cards on file, and ensuring that proper emergency information is provided to medical personnel in case of an emergency should any activities be conducted at any time during the Summer Program.
  - ii. **Registration Assistance.** District Administrators shall be responsible for and assist with the registration of the students, including but not limited to, the collection and verification of all documents required for enrollment in the Summer Program. This includes ensuring that no students are concurrently enrolled in the Summer Program with OFL in any other District educational programs where ADA is being collected for the student. District Administrators shall initiate the registration process and instruct all eligible students to complete and return all required forms. Prior to the first day of enrollment, District Administrators shall be responsible for screening applicants and ensuring that only those qualifying students who are eligible to enroll will participate in the Summer Program. District Administrators are responsible for

ensuring all students' OFL Summer Program registration and enrollment documents have been fully completed and signed by the student and student's parent/guardian.

- iii. **Reporting Student Behavior.** The Parties agree that all students enrolled in the Summer Program shall be expected to uphold the behavior and attendance rules and regulations as established by OFL. In connection therewith, the District Administrators shall immediately notify OFL of any offenses committed by students that may require suspension and/or expulsion.
- iv. **Attendance Accounting.** District Administrators shall assist in ensuring that all students enrolling in the Summer Program meet all OFL attendance accounting requirements to participate in the Summer Program. The District Administrator shall communicate with the student and parents or guardians to enforce OFL's attendance policies and encourage work completion.
- v. **Digital Rosters.** All changes to student rosters, including but not limited to student withdrawal dates, must be provided digitally to OFL's Director of Summer Programs and OFL's Lead Quality Assurance Inspector each Friday on a weekly basis throughout the Summer Program.

10. **OFL Hired Support Staff.** OFL may directly hire District recommended administrators, support services staff, and classified staff ("OFL Administrator(s)") including, but not limited to, the Principal, at OFL's sole discretion. District shall have no right to determine or participate in the employment terms, conditions, titles, negotiations or any other attendant activity involved in the employment of OFL Administrators. OFL may hire and maintain at least one Compliance Coordinator to assist with Quality Assurance requirements, including student paperwork and attendance accounting. OFL may hire additional Compliance Coordinators as student enrollment increases. OFL's Director of Summer Programs will communicate directly with the District Liaison/Coordinator.

11. **Instructional Materials.** Hired teachers and Hired Administrators shall be responsible for disseminating instructional materials as necessary for course completion. All materials will be provided electronically. The Parties agree that all students enrolled in the Summer Program shall be expected to uphold the same behavior and attendance rules and regulations as established by OFL and District's Governing Boards.

- a. **Instructional Platform.** OFL shall, in its discretion, implement a web-based instructional platform ("Instructional Platform") designed to accomplish the goal of providing a comprehensive summer school education for all Enrolled Students. The Instructional Program shall conform to all federal and state law as well as all federal, state, or local mandates.
- b. **Training and Support for Instructional Materials.** OFL shall be solely responsible for ensuring that all teachers, substitute teachers, administrators, and/or staff hired by OFL receive sufficient training and support to ensure they properly implement the Instructional Platform provided by OFL.
- c. **Technology to Implement and/or Access the Summer Program.** OFL shall be solely responsible for ensuring that at teachers, substitute teachers, administrators, staff and students have adequate technology to teach, access, and participate in the Summer Program.

12. **Required Reports.**

- a. District will provide OFL with a “Sample Course Contract” – a description of each course, the objectives of the course and the final assessment for the course—for each Summer Program course offered on or before **no later than 1 months prior**. Please see Attachment D – “Sample Course Contract” as a guideline when creating course contracts.
  - b. District Administrators and teachers shall provide OFL with all student information imports, including, but not limited to, student names, teacher name, courses taken, and location by **1 month prior**.
  - c. District Administrators and teachers shall update OFL with any and all new student information imports, including, but not limited to, student names, teacher name, courses taken, and location by **2 weeks prior**.
  - d. OFL shall implement and collect attendance data through the Instructional Platform in order to develop attendance reports for all students attending the Summer Program and any backup documentation deemed necessary for audit purposes, including, but not limited to, any and all digital enrollment forms, student paperwork (daily attendance, course contracts, Record of Credits Earned and Record of Work and Attendance) and work product, Master Agreements, and electronic records of final grades on or before the last date of the Summer Program.
13. **Grades/Credits:** OFL will assign grades and credits earned by students who complete the coursework. Students enrolled in the Summer Program may receive 5 credits per class, which is dependent upon successful completion of class requirements. Credits will be awarded only for work completed. If a student withdraws during any portion of the class, the student will be dropped from the class and will not receive partial credit. However, the student will receive a mark of incomplete dependent upon work and attendance completed while enrolled in the course. Students will be withdrawn pursuant to OFL policies. District agrees to honor grades and credits awarded by OFL so long as they meet District and State requirements. OFL will provide the District with a transcript report if requested by the District upon completion of the Summer Program.
14. **Notices.** All notices required by this Agreement shall be sent by United States (“U.S.”) Mail or Federal Express (“FedEx”), postage pre-paid, and by email to the Parties as follows:

<b>William S. Hart Union High School District</b>	<b>OFL-WSH, LLC</b>
Contact Name/Title: Ralph Peschek Chief Business Officer Address: 21380 Center Pointe Parkway Address: Santa Clarita, CA. 91350 Phone: 661-259-0033 Email: rpeschek@hartdistrict.org	Contact Name/Title: Jacob Kaaekuahiwi Director of Summer Programs 320 N. Halstead Street, Suite 220 Pasadena, CA 91107 Phone: 760-780-8859 Email: jkaaekuahiwi@emsofl.com

15. **General Provisions.**

- a. **Mutual Indemnification.** The Parties shall each indemnify, defend, and save the other, its governing board, officers, directors, agents, and employees harmless from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys’ fees and costs, incurred in connection with or in any manner arising out of the subject matter of this Agreement to the extent such claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, are attributable to the indemnifying party's negligent or intentionally wrongful acts.

- b. **Amendments.** Any modification to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement.
  - i. The duly authorized representative of OFL is the President or his/her designee.
  - ii. The duly authorized representatives of District are the Board of Trustees of District (“District Board”) and the District Superintendent or his/her designee.
- c. **Assignment by OFL.** It is the District’s understanding that OFL is transitioning or has transitioned from a California limited liability company to a nonprofit public benefit corporation formed for the purpose of operating OFL’s charter school program (“Nonprofit OFL”) and that such transition may be accomplished during the term of this Agreement. If so, OFL shall have the right to assign this Agreement to the Nonprofit OFL upon seven (7) calendar day’s prior written notice to the District. Nonprofit OFL shall have all the same rights as OFL and shall assume and agree to be bound by and perform all the obligations of OFL under this Agreement arising on or after the date of the assignment.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof and will not be amended, altered or changed except by a further writing signed by the parties hereto and except as stated otherwise in the fully executed Agreement.
- e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. **Severability.** The invalidity or unenforceability of any provisions of this License shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.
- g. **Headings.** Headings and subheading used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- h. **Fair Meaning and All Participation.** All parties have participated in the preparation of this Agreement, and in the event any ambiguity exists, all parties have equally contributed to the creation of such ambiguity and there shall be no presumption against or in favor of any particular party.
- i. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
- j. **Facsimile/E-Mail/Electronic Transfer.** In the event the parties utilize “facsimile” or “e-mail” or “electronic transfer” to transmit signed documents, the parties agree to accept such documents as if they bore the original signatures of the parties.

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

Charter School

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

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

Name: Ralph Peschek

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

Title: Chief Business Officer

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

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

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

**ATTACHMENTS LIST**

Attachment A – Budget Projection

Attachment B – OFL Offer Letter

Attachment C – Teacher Information Sheet

Attachment D – Sample Course Contract