

**CONTRACT BETWEEN
THE ACCELERATED SCHOOLS
& JAN LEIGHT**

This Contract is made between THE ACCELERATED SCHOOLS ("TAS") and Jan Leight ("Contractor"), who hereby enter into this Contract under the following terms and conditions. Such services and the relationship between TAS and the Contractor shall be governed according to the following terms and conditions:

A. SCOPE OF WORK AND GENERAL TERMS

1. **Statement of Work.** Contractor agrees to perform the services detailed in **Appendix A** on TAS's behalf. Upon request, the Contractor agrees to submit to TAS documentation that services or deliverables detailed in **Appendix A** were performed or completed.

The Contractor may also agree to provide additional services to TAS. To the extent such services require additional expenditure by TAS, such services must be described by written addendum to this Contract to be separately signed and executed by TAS and the Contractor. Any such addendum to this Contract will be governed by all terms and provisions of this Contract, unless explicitly stated and agreed upon between TAS and Contractor in such addendum.

2. **Location(s).** Contractor agrees to perform the services detailed in Appendix A on TAS's behalf at the location(s) listed in **Appendix B**.

3. **Contractor Contact Information.**

Contact Name/Title: Jan Leight
Address: 16400 Pacific Coast Highway, Suite 203
City/State/Zip: Huntington Beach, CA 92649
Email Address: janleight@gmail.com
Phone Number: 714-235-4028

4. **TAS Contact Information.**

Project Manager Name/Title: Cynthia Foley
Address: 4000 S. Main Street
City/State/Zip: Los Angeles, CA 90037
Email Address: cfoley@accelerated.org
Phone Number: 323-235-6343

5. **Contracted Fees.**

Consulting Services

In consideration of the Contractor's performance of the services described in Appendix A, and in accordance with the terms of the Contract, TAS agrees to compensate Contractor at a rate of \$2,600 per day, with a maximum each week of two (2) days for the duration of the agreement.

6. **Maximum Contract Value.**

The maximum value of this contract is \$72,800.

7. **Payment Terms.**

Contractor will invoice TAS monthly on the last business day of the month. Payments will be made following the terms below:

- a. In order to receive payment for goods or services furnished to TAS, Contractor is required to submit itemized invoices on a form acceptable to TAS, clearly referencing the Contract or Purchase Order number, as appropriate. Contractor shall submit such itemized invoices no more frequently than once per month unless specified and agreed upon in advance otherwise. Questions concerning invoices, invoice format, and payment should be directed to the TAS Project Manager.
- b. All invoices must include, at a minimum, the information detailed below. TAS reserves the right to request additional information as it deems necessary for ensuring the accurate payment in conformance with the Contract's terms. Minimum required invoice information includes:
 - i. Contract or Purchase Order number, as appropriate;
 - ii. Billing period (i.e., 8/1/2024-8/30/2024);
 - iii. Invoice due date;
 - iv. Complete descriptions of the goods or services;
 - v. Quantity of the goods or services;
 - vi. Unit Prices for the goods or services;
 - vii. All applicable taxes;
 - viii. Cash discount terms, if applicable; and,
 - ix. Invoice Number.
- c. Full payment for all warranted charges appearing on invoices shall be made within thirty (30) days from TAS's receipt of the invoice.
- d. All services must be authorized in advance by TAS in order to be recognized by TAS as valid. TAS will not be liable for any costs or expenses (e.g., travel, lodging, per diem) associated with any services not expressly authorized by TAS in writing.
- e. Contractor shall pay any and all applicable taxes incurred while, and as a result of, performing the services under this Contract.
- f. **Invoices from Contractor remit to:**
The Accelerated Schools
ATTN: Accounts Payable
4000 S. Main Street
Los Angeles, CA 90037
purchase@accelerated.org
(323)235-6343 ext:8409

Each invoice shall include only charges for service described in this Contract in accordance with payment terms and conditions set forth in the scope of work. Invoices shall be emailed to purchase@accelerated.org, unless otherwise agreed upon by the Contractor and TAS. All invoice exceptions are to be made by the TAS Procurement Department. Communication with the Contractor should be directed to the individual identified in the Contractor Contact Information Section of this Contract. Communication with TAS should be directed to the individual identified in the TAS Contact Information Section of this Contract. All communication regarding payment status shall be made between TAS's Accounts Payable Department (purchase@accelerated.org) and the Contractor.

B. DURATION

1. **Term of Contract.**

This Contract will become effective when signed by all parties and will terminate on the date either party terminates the Contract as provided below.

Consulting Services

This Contract shall be effective when signed by all parties and shall terminate on 12/20/24. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date.

2. **Terminating the Contract.**

During the term of this Contract, either party may terminate the Contract without cause or advance notice at any time by providing written notice to the other party.

3. **Automatic Termination.** This Contract terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; (c) the death or permanent disability of the Contractor, if applicable (d) material breach of any term or condition of this Contract; or (e) revocation or nonrenewal of the operative TAS charter.

C. **STANDARD TERMS AND CONDITIONS**

1. **Application.** These Standard Terms and Conditions are applicable to any Contract signed by the required approvers of TAS regardless of whether the Contract is originated by the Contractor or TAS. To the extent these Standard Terms and Conditions contradict or conflict with any terms or conditions of an agreement negotiated between the parties prior to or contemporaneously with this Contract, the Standard Terms and Conditions shall take precedence and supersede those terms and conditions, unless otherwise required by law.

2. **Required Approvals.** TAS is not bound by this Contract until it is signed by the contracting parties and approved by appropriate TAS leadership officials.

3. **Fiscal Funding.** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract. If sufficient monies are not appropriated to provide for the continuation of the Contract, or if such appropriation is reduced to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

4. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by the appropriate officials of both parties.

5. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of TAS. If such subcontracts are approved by TAS, the Contractor shall be the prime contractor and shall be responsible for all work performed in accordance with this Contract and all of its provisions herein.

6. **Debarment and Suspension.** Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.
7. **Representations and Warranties.**
- a. The Contractor maintains the full right, power, and authority to enter this Contract, understands its obligations under the law in carrying out this Contract, and will carry out this Contract in compliance with the law.
 - b. The Contractor will only carry out the transactions contemplated by this Contract with persons that have the appropriate licenses, certifications, qualifications, or other clearance needed to carry out the transactions.
 - c. The Contractor agrees to honor all warranties implied in law that are relevant to this Contract.
 - d. The Contractor agrees to furnish all materials, equipment, and supplies used to provide the services contemplated and required by this Contract, unless otherwise agreed upon between Contractor and TAS.
 - e. TAS represents that the services described in Appendix A are outside the usual course of TAS's business.
 - f. Contractor represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed pursuant to this Contract and as described in Appendix A.
8. **Conflicts of Interest.** The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of TAS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract. The Contractor acknowledges, understands, and agrees that this Contract shall be null and void as determined by TAS if the Contractor is, or within the past six (6) months has been, an employee of TAS or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of TAS.
9. **Background Checks and Tuberculosis Tests.** The Contractor will only provide TAS with staff which have the appropriate licenses, certifications, qualifications, and other requirements necessary to perform the services described in Appendix A. The Contractor must fill out the form "Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification" for any employees working with or around students. The certification shall be submitted to TAS before any Contractor employee is allowed onto a school site. The Contractor is required to notify TAS in the event of any changes to the Contractor's staff on a school site and, as necessary, fill out new or updated "Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification" forms. The Contractor will request and receive subsequent arrest notifications for its employees from the California Department of Justice ("DOJ") to ensure ongoing safety of students.
10. **Insurance Requirements.**
- a. The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and his/her/its agents, representatives, employees or subcontractors.
 - i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence"

basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iii. **Workers' Compensation:** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. **Professional Liability (Errors and Omissions),** as applicable: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to TAS.
- c. **Evidence of Insurance: Additional Insured.** "The Accelerated Schools" shall be named additional insured under the general liability policy described above and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by the Contractor pursuant to this Contract shall be primary to any insurance available to TAS, shall be excess and noncontributing with respect to insurance required to be obtained by TAS. Certificates of Insurance and Additional Insured Endorsements are to be filed with TAS prior to the start date of the Contract. All insurance obtained by the Contractor pursuant to this section shall be for a period of not less than the Term and shall not be cancelled or modified without providing TAS with thirty (30) days' prior written notice. Should the Contractor fail to furnish policies as provided in this Contract, TAS may obtain such insurance and the premiums on such insurance shall be paid by the Contractor unto TAS upon demand.
- d. **Indemnification.**
- i. The Contractor shall indemnify and hold harmless TAS and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons ("TAS Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding TAS and TAS Indemnitees).
 - ii. Unless otherwise required by law, TAS shall not indemnify or hold harmless the Contractor or its Board Members, administrators, employees, agents, attorneys, subcontractors, or

related entities or persons against any liability, loss, damage, or expense (including reasonable attorneys' fees) resulting from or arising out of this Contract, its performance, or otherwise.

- e. **Waiver of Subrogation.** Contractor hereby grants to TAS a waiver of any right to subrogation which any insurer of Contractor may acquire against TAS by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not TAS has received a waiver of subrogation endorsement from the insurer.
11. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.
12. **Records.** The Contractor shall maintain documentation for all charges under this contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years or longer as required by law from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by TAS or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
13. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by TAS and/or its duly appointed representatives.
14. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to TAS as requested.
15. **Strict Performance.** Failure by any party to this Contract to insist in any one (1) or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
16. **Independent Contractor.** The Contractor is an independent contractor, not an employee of TAS. The Contractor's employees and/or subcontractors are not TAS's employees. The Contractor and TAS agree to the following rights consistent with an independent contractor relationship:
 - a. The Contractor has the right to perform services for others during the term of this Contract.

- b. The Contractor is free from the control and direction of TAS, and has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed to the extent the provision of the Contractor's services are consistent with the responsibilities set forth herein at Appendix A as dictated by TAS.
 - c. The Contractor shall not receive any training from TAS in the skills necessary to perform the services required by this Contract.
 - d. TAS shall not require the Contractor to devote full time to performing the services required by this Contract.
 - e. Neither the Contractor nor the Contractor's employees and/or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of TAS.
17. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
18. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of California in actions that may arise under this Contract.
20. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
21. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
22. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
23. **Interpretation and Opportunity for Counsel.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Contract with legal counsel.

D. CONFIDENTIALITY

1. **TAS Information.** It is understood that in the course of the Contract, TAS may disclose to the Contractor various confidential and proprietary information relating to TAS's business, schools, students, employees, operations, facilities, and plans, as well as information relating to third parties with whom TAS may do business or procure products, and that the data, findings and conclusions resulting from the Contractor's Services will be valuable confidential information belonging to TAS. Accordingly, the

Contractor agrees that the Contractor's employees and/or subcontractors will keep in strictest confidence all such information relating to TAS or third parties and all such information relating to the Services, not to use such information other than for the performance of the Services, and to cause any of the Contractor's employees and/or subcontractors to be bound by the same obligation of confidentiality to which the Contractor is bound. The Contractor shall not communicate TAS's information in any form to any third party without TAS's prior written consent. Upon completion of the Statement of Work to which such information relates, or termination of this Contract, the Contractor and its employees:

- a. Will continue to hold all such information in strictest confidence, and
 - b. Will promptly return to TAS any and all confidential information and documents belonging to TAS (including any copies, extracts, summaries, or statements of such confidential information which may have been made).
2. **Press Releases.** The Contractor shall not refer to the existence of this Contract, nor use the name of or make reference to TAS for any purpose in any releases for public or private dissemination, advertising, or other materials, without the prior written consent of TAS's Chief Executive Officer. The Contractor acknowledges that remedies at law may be inadequate to provide TAS with full compensation in the event of the Contractor's breach of this provision, and that TAS shall be entitled to seek injunctive relief in the event of any such breach.
3. **FERPA/IDEA.** This Contract is entered into by the Contractor and TAS in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231 (g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). The Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. The Contractor agrees not to re-disclose any such personally identifiable information without prior written consent as required by law, or unless re-disclosure is otherwise authorized by law. The Contractor agrees that nothing in this Contract may be construed to allow either the Contractor or TAS to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.

The Contractor agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations, or any other event requiring notification under applicable law, Contractor agrees to:

- a. Immediately notify TAS of such event with 24 hours of discovery; and
- b. Cooperate with TAS to inform all such individuals in accordance with applicable laws; and
- c. Indemnify, hold harmless, and defend TAS College-Ready Public Schools and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons, and TAS Schools and their Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons from and against any claims, damages, fees, or other harm related to such a data breach.

Within thirty (30) days after termination of this Contract, the Contractor will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to TAS as well as purge any copies of the personally identifiable information. The Contractor agrees to require all employees, contractors, or agents of any kind working on the

project to comply with this provision.

4. **Health Information.** Contractor acknowledges that, from time to time during the term of this Contract, Contractor may acquire or have access to protected health information ("PHI") of TAS's students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules"). Contractor shall not use or disclose, and will cause its employees and/or subcontractors not to use or disclose PHI, except as necessary to perform the services of this Contract or as required by law,

E. OWNERSHIP AND INTELLECTUAL PROPERTY

1. TAS shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product" or "Deliverable." TAS shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products. It is also agreed that any and all written materials (including without limitation all sketches, drawings, blueprints, reports, and memoranda) which the Contractor prepares pursuant to this Contract, or anything produced by Contractor in the performance of the Services shall be the sole, exclusive, and entire property of TAS. As to any such materials subject to the protection of the Copyright Act of 1976 or any copyright or author's rights laws of countries or regions outside of the United States, all rights to copyright and reproduction shall be the property of TAS, and the Contractor agrees to execute and to obligate and to have its employees and subcontractors execute any papers necessary to perfect title and copyright to TAS College-Ready Public Schools throughout the world. Notwithstanding the foregoing, in the event that any of the Services or Deliverable(s), if applicable, is determined by operation of law not to constitute a "work for hire," Contractor hereby irrevocably conveys and transfers, and agrees to obligate and to have its employees and subcontractors irrevocably convey and transfer, all rights, title and interest in copyright and in such Services and Deliverable(s), if applicable, to TAS.
2. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and TAS shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to TAS an unlimited, non-transferable license to use, copy and distribute internally, solely for TAS's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
3. The Contractor shall furnish such information and data as TAS may request, including but not limited to computer code, which is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
4. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

5. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

AUTHORIZED SIGNATURES:

Signature _____

San Leight
Printed Name

Title

8-19-24

Date


Signature

Date _____

APPENDIX A

Statement of Work

Scope of Work:

- Directly supervise and manage principals on a weekly basis and be available to remotely support principals.
- Leading the implementation of the TAS educational model, including full-year, after-school, and summer term programming.
- Ensuring the school's academic achievement goals are met, as measured by annual state required assessments.
- Setting high academic standards and behavioral expectations for students and staff.
- Providing leadership, supervision, and organization in support of the educational development of each student; ensuring classrooms consistently reflect rigorous standards-based instruction.
- Providing leadership, support, evaluation, feedback and guidance for teachers and all staff.
- Engaging parents as partners, stakeholders, learners, and volunteers.
- Providing a safe caring environment conducive to supporting student learning.
- Managing fiscal operations of the school in accordance with generally accepted accounting principles and school fiscal policies.
- Maintaining current student data and record keeping for student attendance, and all federal, state and district mandated programs.

Contractor Requirements: Contractor will be required to attend various meetings and trainings, to which travel may be required, in order to inform the support to be provided to TAS schools.

Program or Project Management: Contractor will be required to meet with the TAS CEO and Principal of the School to discuss topics related to effective school leadership.

Deliverables: No specific work products are required at this time as the work is comprised of advising and counseling the TAS CEO and Principal of the School.

APPENDIX B

Location(s)

The Accelerated School (TAS)	4000 S. Main Street, Los Angeles, CA 90037
The Accelerated School 2 (TAS2)	119 E. 37 th Street, Los Angeles, CA 90011
Accelerated Charter Elementary School (ACES)	3914 S. Main Street, Los Angeles, CA 90037
Wallis Annenberg High School (WAHS)	4000 S. Main Street, Los Angeles, CA 90037