

HIGH SCHOOL PARTICIPANT AGREEMENT

Santa Monica Community College District and Palisades Charter High School

This High School Participant Agreement (“Agreement”) is entered into between Santa Monica Community College District (“District”) and Palisades Charter High School (“Participant”). District and Participant may be referred to herein individually as “Party” and, collectively, as “Parties.”

RECITALS

This Agreement is based on the following facts and understandings of the Parties:

District is a public community college district which qualifies as a Local Educational Agency by the United States Department of Education (ED), as authorized under 20 United States Code Section 1101 et seq.

Participant is an independent charter school operated as a nonprofit public benefit corporation authorized in the State of California. Participant and District have agreed to collaborate in completing the Work Plans for the California Career Pathways Trust (“CCPT”) Grant. A portion of the grant funds awarded to District shall be paid to Participant pursuant to the terms of this Agreement as set forth below.

- A) The Pasadena Area Community College District has received a CCPT grant award from California Department of Education (“CDE”) (PR/Award No. FY-14 PCA-25239 VN-3489 Suffix-00), referred to as Los Angeles High-Impact Information Technology, Entertainment-Entrepreneurship, and Communications Hub (LA HI-TECH), (“the Grant”) for the Information & Communication Technology (ICT) sector. CDE Grant Award Notification attached hereto as “Exhibit A”.)
- B) The purpose of the Grant is to provide an engaging and effective Career pathway (instruction, services and facilities) that supports improved access, transfer and degree completion of high school students in the areas of Design, Visual and Media Arts, Information Support Services and Software and Systems Development.
- C) District has agreed with Los Angeles Community College District and Pasadena Area Community College District to form the LA HI-TECH Regional Consortium (“Consortium”) to provide services stated in the Grant Application and to strengthen each participant’s institutional capacity in order to expand the opportunities for, and improve the success of, students who participate in the LA HI-TECH program. (Grant Application attached hereto as Exhibit “B”; CDE Measurable Outcomes attached hereto as “Exhibit C”.)
- D) District and each public community college district participating in the Consortium have formed Regional Hubs with one public community college district serving as the Hub Lead.

Within each region, each public community college district has selected certain secondary high school districts and may select additional secondary high school districts, each of which will designate students to participate in the programs established by the Consortium (Regional Consortium Design attached hereto as "Exhibit D".) Participant is one of the high school districts selected by District pursuant to the above.

E) Participant has:

- 1) Prepared a Work Plan in conjunction with District which contains the activities/outcomes and roles and responsibilities of Participant. (Work Plan attached as "Exhibit E".)
- 2) Received a copy of the Grant Application (Exhibit B) and the Grant Request for Application ("Grant RFA"), both of which contain terms and conditions which govern the administration and operation of the Grant. (Grant RFA attached hereto as Exhibit "G".)
- 3) Submitted a Budget Detail specifying the expenses anticipated to be incurred by Participant during the first three of the Award Years (Budget Detail is attached hereto as "Exhibit H") and Quarterly Expense Request and Detail (Exhibit I.)

Each of the foregoing documents is hereby incorporated by reference.

TERMS

Based on the Recitals above, each of which is incorporated herein by reference, and the mutual promises exchanged for consideration in this Agreement, the Parties agree as follows:

Article 1. Term of the Agreement

1. The Term of this Agreement is July 1, 2014 through June 30, 2019.

2. The Award Years are 2014-2015, 2015-2016, 2016-2017 and 2017-2018 fiscal years. Grant Year 1 under this Agreement shall begin on July 1, 2014 through June 30, 2015. ("Year 1").

For Year 4, funding shall be provided by Grant funds remaining from Years 1 through 3, if any, plus funds from Participant and third party sources. As to any remaining funds from Years 1 through 3, such funds will be allocated in Year 4 to Participant. For Year 5, funding shall be provided from Participant and third party sources only (remaining Grant funds may not be used in Year 5). No later than sixty (60) days before the end of Year 3, the Parties shall meet to discuss possible mutual efforts to solicit funding for Years 4 and 5.

3. Notwithstanding the provisions herein for funding under the Grant, Participant's obligations to report data under Article 3 extend to Years 4 and 5.

Article 2. Obligations of District

Section 2.1 Designation of District Project Director. District shall serve as Regional Hub Lead for the Western Hub of the LA HI-TECH Consortium. District shall also serve as fiscal agent for all purposes related to administration of the Grant and shall designate a dedicated project director who shall fulfill the duties and obligations related to this Agreement.

Section 2.2 Reimbursement

Grant funds will be disbursed to Participant on a reimbursement basis by District.

a. Grant funds may be used for approved expenses only.

b. Reimbursement for equipment purchases shall only be made with the prior written approval of the Director of LA HITECH. All equipment purchased by Participating School shall be the property of such Participating School. Participating School is responsible to keep such equipment in good repair during the period of the Agreement. In the event the Agreement is terminated for cause, the equipment shall be returned to the District.

c. District shall reimburse Participant for expenses set forth in the Budget Detail (Exhibit H). District reserves the right to disallow any and all expenses that it believes does not meet CDE "allowable expenses" as specified in the Grant RFA (Exhibit G). Participant acknowledges that Section I of the Grant RFA (Exhibit G) specifies "non-allowable activities and costs" and agrees to comply with this provision in submitting requests for reimbursement. All line items and expenses set forth in the Budget Detail (Exhibit H) are deemed approved by District. Should Participant desire to incur any expense in excess of the amount set forth in the Budget Detail (Exhibit H), or incur any expense not set forth as a line item in the Budget Detail (Exhibit H), Participant shall obtain advance written approval of District. Failure to obtain District's advance written approval for any such expenses shall be disallowed or shall not be reimbursed by District and are the sole responsibility of Participant.

d. Participant shall submit its requests for expense reimbursement to District for each quarter no later than the 15th day following the end of the quarter ("Quarterly Expense Requests, Exhibit I"). Quarter end dates are September 30th, December 31st, March 31st, and June 30th. Quarterly Expense Requests shall be submitted by electronic mail to Maria Leon-Vazquez, Project Manager, at leon-vazquez_maria@smc.edu and mailed to the notice address set forth in Article 7.5. Quarterly Expense Requests received later than five (5) business days after the due date shall be considered in District's discretion; however, no request for reimbursement received after July 31st following the end of the Award Year shall be considered and shall be Participant's sole responsibility.

Participant shall prepare the Quarterly Expense Requests from books and records that follow generally accepted accounting principles (GAAP) and conform to all applicable federal, state and local regulations including among others: Education Department General Administrative Regulations

(EDGAR), and Office of Management and Budget (OMB) Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions for Higher Education, Hospitals and Other Non-Profit Organizations”. Participant will provide to District the following if requested, as they relate to the Work Plan (Exhibit E):

- A) General Ledger accounting
- B) Cash receipts and disbursements
- C) Accounts receivable and payable
- D) Payroll processing including applicable payroll taxes, time and effort reports and employee benefits administration
- E) Fixed Assets inventory record keeping and control
- F) Equipment inventory record keeping and control

e. In the event that District identifies unapproved or disallowed costs or expenses, Participant will be notified and will be required to resubmit a conforming invoice without the unapproved or disallowed expense(s).

f. Reimbursement to Participant shall be within thirty (30) days of receipt of the Quarterly Expense Request, provided however, that payment shall be delayed until such time as the Quarterly Report described in Article 3.2 has been submitted to District.

Section 2.3. Reduction or Elimination of Participant’s Funding Based on Grant Reduction or Elimination of CDE Funding. In the event CDE reduces or declines to fund one or more Award Years or makes changes to the grant funding model, District shall engage in consultation to modify planned or budgeted reimbursement accordingly. District reserves the right to unilaterally modify, reduce or eliminate planned or budgeted reimbursement to Participant as a result of or based upon changes, modifications, reductions in or elimination of funding by CDE. In the event CDE reduces or declines to fund one or more project fiscal periods, District reserves the right to modify or eliminate Participant’s planned or budgeted reimbursement.

Section 2.4. District Services. District shall perform such duties and provide such services as are stipulated in the Grant Application (Exhibit B). District recognizes and acknowledges that its failure to carry out such duties and provide such services and support in a timely and reasonable manner will affect Participant’s ability to perform its obligations under this Agreement.

Section 2.5. Monitoring & Audit. District reserves the right to fully audit all aspects of Participant’s programmatic and fiscal performance under this Agreement. The audit may include a variety of methodologies including personnel interviews, document inspection, transaction sampling and other reasonable and necessary methodologies to ensure Participant’s and District’s full compliance with all federal, state and local regulations applicable to the Grant Application (Exhibit B). The parties agree to cooperate in the provision of information and documents to one another for the purpose of reporting to any governmental agency.

The results and/or findings of such audit performed by District shall be provided to Participant in writing within 10 business days of District's receipt of the final audit. In the event that Participant disputes District's audit results or findings, Participant shall be provided an opportunity to address these issues with District. Adverse audit findings shall be addressed as provided in Section 3.4 below.

Section 2.6. Substitution and/or Supplanting of Funds. These funds are to be used by Participant solely to meet the goals and objectives as outlined in the Grant Application (Exhibit B) to provide an engaging and effective learning environment (instruction, services and facilities) that supports improved pathway building, dual enrollment, access, transfer and degree completion of pathway students in ICT. Participant shall not supplant, use or substitute these funds for existing program funding, or transfer the funds to any other department or program outside of the ICT disciplines for any reason.

Section 2.7. Budget Changes. Participant shall obtain prior written approval for any budget changes impacting the program or program outcomes from the District project director, subject to the approval of the CDE when required. No budget change from the original proposal Grant Application (Exhibit B) may be made without such prior written approval. District's response to any request for budget changes shall be provided within thirty (30) days of District's receipt of the requested budget changes or within fourteen (14) days of District's receipt of CDE approval when required.

Section 2.8. Contacts. The primary contacts for each party for all purposes in this Agreement is:

For District: Patricia Ramos
Dean, Workforce and Economic Development
Santa Monica Community College District
1900 Pico Blvd
Santa Monica, CA 90405
(310) 434-3311
Ramos_Patricia@smc.edu

For Palisades Charter: Emilie Larew
President, Board of Trustees
Palisades Charter High School
15777 Bowdoin Street
Pacific Palisades, CA 90272
elarew@palihigh.org

Any and all notices required to be given under this Agreement, and any and all reports and requests for reimbursement shall be directed to said contact.

Article 3. Participant's Obligations

Section 3.1. Performance. Participant will comply with all terms and conditions of the Work Plan (Exhibit E), the Grant Application (Exhibit B), the Grant RFA (Exhibit G) and the MOU (Exhibit F) in the performance of this Agreement. Participant shall comply with the Grant RFA (Exhibit G), Section G, "Essential Responsibilities of Partners" and specifically, the portion entitled "Secondary Partners Responsibilities". Participant shall undertake to: 1) increase the participation, success, persistence, and completion of pathways students in ICT Disciplines; 2) achieve a dual enrollment program with District in alignment with ICT student learning outcomes; and 3) improve the data available to support the continuous improvement of programs and services and to enable more data-based decision-making. Participant is expected to attain specified Grant outcomes as set forth in in the Work Plan (Exhibit E).

Section 3.2. Project Data. Participant is responsible for providing access to, exchanging data and/or providing the raw data necessary to document the achievement of the goals and objectives outlined in the Grant Application (Exhibit B) ("Project Data"). The provision of data shall be within the limits of Family Education Right to Privacy Act (FERPA); however, such limitation shall not relieve Participant of its obligation to report data without student identifying information. Participant shall provide the Project Data quarterly ("Quarterly Report") to District on the same schedule set forth in Section 2.2.d for submission of Quarterly Expense Requests. Failure to timely submit the Quarterly Report contemporaneously with the Quarterly Expense Request shall result in a delay of processing of expense reimbursement until such time as the Quarterly Report is submitted.

Section 3.3. Data Exchange. District and Participant agree to exchange data and documents that will contribute to the maintenance and improvement of the Career pathways program and promote effective cooperation between the two institutions. The institutions will exchange admissions, grades, and retention data after obtaining appropriate permission from the students involved, where appropriate, in compliance with FERPA and all relevant federal, state, and local laws.

Section 3.4. Assessment and Evaluation.

a. District shall work collaboratively with Participant to continue the relationship established by this Agreement. However, if there are issues concerning Participant's performance under this Agreement, these shall be addressed as set forth below.

Step 1 – Quarterly Assessment: A quarterly assessment of Participant's performance shall be conducted by District. The assessment shall consist of an evaluation of Project Data, Quarterly Reports and Participant's progress under the Grant Application (Exhibit B).

Step 2 – Plan for Improvement: Once the initial assessment is conducted, any performance issues will be addressed and a plan for improvement developed, including a time limitation for completion of the improvement plan. If any performance issue previously addressed is not corrected within the time limitation identified or is a continuing concern in any following quarter, District shall assess the efforts made by Participant to comply with the improvement plan.

Step 3 – Uncorrected Deficiencies –If any performance issue addressed by District remains substantially uncorrected in any following quarter, District shall determine further action of: (1) modification or reduction of the Work Plan; or (2) removal from the Consortium. In the event of removal from the Consortium, Participant shall be given thirty (30) days notice. During such thirty (30) day notice period, no expenses shall be incurred without the advance written authorization by District.

b. In addition to the foregoing, CDE may, in its own discretion, perform external audits of performance under the Grant. In the event of a determination of nonperformance or deficient performance by CDE, to the extent that any deficiencies are attributable to Participant, such determination shall constitute nonperformance under Section 3.4, to be addressed by the Steps set forth above.

Article 4. Indemnification and Insurance

a. Indemnification Participant agrees to indemnify and hold District, its trustees, administrators, and employees harmless from and against any and all claims, causes of action, liabilities, expenses, costs and reasonable attorney's fees, whether sounding in contract, tort, statute or equity, including but not limited to, bodily injury, death, personal injury, property damage, compensatory, incidental or consequential damages, arising out of or connected with Participant's performance under this Agreement.

District agrees to indemnify and hold Participant, its trustees, administrators, and employees harmless from and against any and all claims, causes of action, liabilities, expenses, costs and reasonable attorney's fees, whether sounding in contract, tort, statute or equity, including but not limited to, bodily injury, death, personal injury, property damage, compensatory, incidental or consequential damages, arising out of or connected with District's performance under this Agreement.

b. Insurance During the term of this Agreement, each Party shall obtain, pay for and maintain in effect the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California or the equivalent in self-insurance: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each Party's policies under (1) and (3) shall contain an endorsement naming the other Party as an additional insured and provide that written notice shall be given to the other Party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage.

Each Party shall furnish the other Party with a certificate of insurance containing the endorsements required under this section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change

or reduction in coverage, the Party shall immediately provide the other Party with a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce either Party's liabilities or obligations under the indemnification provisions of this Agreement.

Article 5. Publication

District and Participant shall not publish any information, conclusions or developments resulting from their work under this Agreement except as a Consortium publication approved by the District.

District and Participant shall not make or authorize any news releases, advertisements or public statements that use any Consortium member's name or logo without the prior written consent of the particular Consortium member whose name or logo may be depicted or if otherwise used in accordance with the branding guidelines established by the Consortium.

Article 6. Termination

Either party may terminate this Agreement prior to its expiration date without cause upon thirty (30) calendar days' written notice. Any funds advanced to the Participant that remain unexpended at the time of notice shall be returned to District.

In the event of any material breach of a Party's obligations under this Agreement other than performance-related issues addressed in Section 3.4, the non-breaching Party shall provide written notice of the alleged breach. The Party shall then have sixty (60) days to cure the breach. If the Party fails to cure within the specified time period, the non-breaching party may then, without any prejudice to any of its other legal remedies, terminate this Agreement upon five (5) calendar days' written notice. In the event of breach by Participant, District may select a replacement high school district committed to the requirements of the Grant to proceed with the work set forth in the Work Plan (Exhibit E).

Article 7. Miscellaneous Provisions

Section 7.1 Entire Agreement. This Agreement, including any exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties. This Agreement supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on any representation or warranty outside those expressly set forth in this Agreement.

Section 7.2 Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

Section 7.3 Severability. The provisions of this Agreement are severable. In the event one or more words, clauses, headings, paragraphs, sections or portions of this Agreement are declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the remainder of the Agreement which shall remain binding and in full force and effect.

Section 7.4 Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the parties hereto, nor is anything in the Agreement intended to relieve or discharge the obligation or liability of any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement. Participant acknowledges and agrees that any secondary high school district with which it contracts to participate in the Consortium is not a third party beneficiary under this Agreement and has no rights directly against District, and Participant shall include in any agreement with any secondary high school district related to this Consortium language to that effect.

Section 7.5 Notices. Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by first class or express U.S. mail with postage prepaid, return receipt requested or by a nationally recognized overnight commercial courier service with charges prepaid. Notices shall be deemed received at the earlier of actual receipt or 3 days following deposit in the U.S. mail with postage prepaid or with a nationally recognized overnight commercial courier service with charges prepaid. Notices shall be directed to the addresses set forth below. Either party may change its address for notice purposes by giving notice to the other party in accordance with this Section, provided that an address change will not be effective until 10 days after notice of such address change.

To: Santa Monica Community College District
Attn: Patricia Ramos
1900 Pico Blvd
Santa Monica, CA

To: Palisades Charter High School
Attn: Emilie Larew
15777 Bowdoin Street
Pacific Palisades, CA 90272

Section 7.6 Choice of Laws, Jurisdiction and Venue. Any disputes regarding this Agreement shall be resolved according to the laws of the State of California. Jurisdiction and venue of any action or legal proceeding arising out of this Agreement shall be in the Los Angeles Superior Court.

Section 7.7 Authorization to Execute Agreement. Each of the parties hereto represents and warrants that it has the authority of its governing board to execute this Agreement.

Section 7.8 Attorneys Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

APPROVED:

By: _____
Jeffery Shimizu
Interim Superintendent/President
Santa Monica Community College District
shimizu_jeffery@smc.edu

By: _____
Emilie Larew
President, Board of Trustees
Palisades Charter High School
elarew@palihigh.org

Dated: _____

Dated: _____