

Alma Fuerte Public School Board of Directors Regular Board Meeting Agenda  
Monday, June 21st, 2021, 5:00PM

The Board of Directors of Alma Fuerte Public School welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided.

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20. The Board of Directors ("Board") and employees of Alma Fuerte Public School shall meet via the Zoom platform. Members of the public who wish to access this Board meeting may do so at **Meeting ID: 816 7703 4795 Password: 791aE5 You may also join by calling: (669) 900-9128**

Members of the public who wish to comment during the Board meeting may use the "raise hand" tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

**Access to Board Materials:** A copy of the written materials which will be submitted to the Board may be reviewed by any interested persons on Alma Fuerte Public School's website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

**Disability Access:** In compliance with the Americans with Disabilities Act (ADA) and upon request, Alma Fuerte Public School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact Adriani Leon at (626) 204-5265. Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (626) 204-5265. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

I. Opening Items:

A. Record Attendance and Guest B. Call the Meeting to Order C. Oral Communications from the Public

II. Director's Report

III. Brown Act training

IV. Approval of Minutes (5.17.21)

V. Vote for Board Officers/ Members

VI. Approve Board Calendar

VII. LCAP Adoption

- A. Budget Overview for Parents BOP
- B. Annual Update - 2019-20
- C. Annual Update - 2021-21 LCP
- D. 2021-22 LCAP
- E. 2021-22 Expenditures Tables

VIII. Financial Report

- F. May Financials
- G. FY 21-22 Budget
- H. Educate Protection Act
- I. Spring ConApp
- J. PPP Update

IX. Approve Vendor Contracts

- K. ExED
- L. Aeries
- M. Janitorial
- N. Revolution Foods
- O. Staff Rehab
- P. DirectEd
- Q. Campus Beautification

X. Closed Session - PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Title: Director

XI. Adjourn Meeting

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Alma Fuerte Public School is nonsectarian in its programs, admission policies, employment practices, and all other operations, does not charge tuition, and does not discriminate against anyone on the basis of ethnicity, national origin, gender, or disability. Meeting location is accessible in compliance with the Americans with Disabilities Act of 1990 (41 U.S.C., Section 12132).

**Agenda de la reunión de la Junta Directiva de las Escuela Pública Alma Fuerte**  
**Lunes, Junio 21, 5:00 p.m.**

La Junta Directiva del Colegio Público Alma Fuerte agradece su participación en las reuniones de la Junta Escolar. El propósito de una reunión pública de la Junta Directiva ("Junta") es llevar los asuntos de la Escuela en público. Su participación asegura el continuo interés de la comunidad en nuestra escuela. Para ayudarlo en la facilidad de hablar / participar en nuestras reuniones, se proporcionan las siguientes pautas: Esta reunión será por teleconferencia de conformidad con las Órdenes Ejecutivas N-25-20 y N-29-20. La Junta y los empleados del Colegio Público Alma Fuerte se reunirán a través de la plataforma Zoom. Los miembros del público que deseen acceder a esta reunión de la Junta pueden hacerlo en **ID de la reunión: 816 7703 4795 Código de acceso: 791aE5**. También puede unirse llamando al: (669) 900-9128

Los miembros del público que deseen comentar durante la reunión de la Junta pueden utilizar la herramienta "levantar la mano" en la plataforma Zoom. Los miembros del público que llamen tendrán la oportunidad de dirigirse a la Junta durante la reunión. Los comentarios individuales se limitarán a tres (3) minutos. Si se necesita un intérprete para hacer comentarios, se traducirán y el límite de tiempo será de seis (6) minutos. La Junta puede limitar el tiempo total para comentarios públicos a un tiempo razonable. La Junta reserva el derecho de silenciar/remover a participantes que interrumpen injustificadamente la reunión.

**Acceso a los materiales de la Junta:** Cualquier persona interesada puede revisar una copia de los materiales escritos que se presentarán a la Junta en el sitio web de Alma Fuerte junto con esta agenda después de la publicación de la agenda y al menos 72 horas antes de esta reunión.

**Acceso para discapacitados:** De conformidad con la Ley de Estadounidenses con Discapacidades (ADA) y previa solicitud, las Escuelas Públicas de Alma Fuerte pueden proporcionar ayudas y servicios auxiliares razonables a personas calificadas con discapacidades. Se invita a las personas que requieran una modificación alternativa adecuada de la agenda para poder participar en las reuniones de la Junta que se comuniquen con Adriani Leon al (626) 204-5265. Las solicitudes de modificaciones o adaptaciones relacionadas con la discapacidad para participar en esta reunión pública deben hacerse 24 horas antes de la reunión llamando al (626) 204-5265. Se harán todos los esfuerzos posibles para realizar adaptaciones razonables. La agenda y los documentos públicos se pueden modificar a pedido según lo requiere la Sección 202 de la Ley de Estadounidenses con Discapacidades.

**I. Artículos de apertura :**

A. Registro de asistencia e invitados B. Convocar la Junta al Orden C. Comunicaciones orales del público

**II. Informe de la Directora**

**III. Entrenamiento del Brown Act**

**IV. Aprobación de Minutos (5.17.21)**

**V. Votar por miembros y oficiales de la junta directiva**

**VI. Aprobar calendario de la junta**

**VII. Adopción del LCAP**

- A. Resumen del presupuesto para padres BOP
- B. Actualización anual - 2019-20
- C. Actualización anual - LCP 2021-21
- D. LCAP 2021-22
- E. Tablas de gastos 2021-22

**VIII. Reporte Financiero**

- a. Aprobar las financieras de Mayo
- b. Presupuesto para el año fiscal 21-22
- c. Ley de protección de la educación
- d. Spring ConApp
- e. Actualización PPP

**IX. Aprobar contratos de proveedores:**

- 1. ExED
- 2. Aeries
- 3. Limpieza (de hoja perenne)
- 4. Alimentos Revolución
- 5. Rehabilitación del personal
- 6. DirectEd
- 7. Embellecimiento del campus

**X. Sesión Cerrada - PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Titulo: Directora**

**XI. Concluir Reunión**

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Alma Fuerte no es sectaria en sus programas, políticas de admisión, prácticas laborales y todas las demás operaciones, no cobra matrícula y no discrimina a nadie por motivos de origen étnico, nacionalidad, género o discapacidad. El lugar de la reunión es accesible de conformidad con la Ley de Estadounidenses con Discapacidades de 1990 (41 U.S.C., Sección 12132).

## Alma Fuerte Public School Board of Directors Regular Board Meeting Minutes

Monday, May 17th, 2021 at 5:00PM

The Board of Directors of Alma Fuerte Public School welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided.

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### I. Opening Items:

- A. Record Attendance and Guest - Anne Lee, Myra Salinas, Adriani Leon, Laurilie Keay, Amy Held, and Yolanda Gutierrez
- B. Call the Meeting to Order - The meeting was called to order at 5:12 pm.
- C. Oral Communications from the Public - No Public Comment.

II. Director's Report - 106 current students; 108 students for 2021-2022 school year; back in person; received Prop 39 offer, PUSD will work on facilities; completed CAASPP testing; working on NWEA testing; Summer School 6/14-7/9 with 70 students signed up; finalizing staffing; LACOE charter visit on 5/18/2021

III. Approve 2021-2022 Calendar - Anne moved to approve the 2021-2022 Calendar; Melanie seconded the motion; the motion was approved unanimously after a roll call vote.

IV. Approval of Minutes (4.19.21) - Amy moved to approve minutes for 4/19/2021; Melanie seconded the motion; the motion was approved unanimously after a roll call vote with Anne Lee abstaining because she was not present for the meeting.

V. Approve Expanded Learning Opportunities Grant Plan - Laurilie presented the overview of the Expanded Learning Opportunities Grant Plan; Melanie moved to approve the Expanded Learning Opportunities Grant Plan; Amy seconded the motion; the motion was unanimously approved after a roll call vote.

VI. Financial Report - Yolanda presented the financial report with the COVID funds update.

- A. Approve April Financials - Anne moved to approve the April Financials; Melanie seconded the motion; the motion was approved unanimously after a roll call vote.
- B. Review 2019 Tax Return - Yolanda presented the 2019 Tax Return. It was reviewed with the site Director and submitted today.

VII. Closed Session - PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Title: Director - No Closed Session

VIII. Adjourn Meeting - Meeting was adjourned at 5:50pm.

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### Agenda de la reunión de la Junta Directiva de las Escuelas Pública Alma Fuerte

Lunes, Mayo 17 a las 5:00 p.m.

La Junta Directiva del Colegio Público Alma Fuerte agradece su participación en las reuniones de la Junta Escolar. El propósito de una reunión pública de la Junta Directiva ("Junta") es llevar los asuntos de la Escuela en público. Su participación asegura el continuo interés de la comunidad en nuestra escuela. Para ayudarlo en la facilidad de hablar / participar en nuestras reuniones, se proporcionan las siguientes pautas: Esta reunión será por teleconferencia de conformidad con las Órdenes Ejecutivas N-25-20 y N-29-20. La Junta y los empleados del Colegio Público Alma Fuerte se reunirán a través de la plataforma Zoom. Los miembros del público que deseen acceder a esta reunión de la Junta pueden hacerlo en **ID de la reunión: 816 7703 4795 Código de acceso: 791aE5**. También puede unirse llamando al: (669) 900-9128

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#### I. Artículos de apertura :

- A. Registro de asistencia e invitados
- B. Convocar la Junta al Orden
- C. Comunicaciones orales del público

#### II. Informe de la Directora

#### III. Aprobación del Calendario del 2021-2022

#### IV. Aprobación de Minutos (4.19.21)

#### V. Aprobación del plan para el Expanded Learning Opportunities Grant

#### VI. Reporte Financiero

- a. Aprobar las financieras de April
- b. Approve April Financials
- c. Revisión del 2019 declaración de impuestos

#### VII. Session Cerrada - PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Titulo: Directora

#### VIII. Concluir Reunión

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# ALMA FUERTE PUBLIC SCHOOL

Alma Fuerte is a great public school with a focus on entrepreneurship.  
Our goal is to develop every child's critical thinking skills and leadership ability.  
We are now enrolling Grades TK-6 for the 2021-2022 School Year!

## 2021-2022 BOARD MEETING CALENDAR

BOARD CHAIR: MYRA SALINAS, DIR OF STUDENT SUPPORT SERVICES, LARCHMONT CHARTER  
VICE CHAIR: AMY DRESSER HELD, EXECUTIVE DIRECTOR, LARCHMONT CHARTER SCHOOL  
SECRETARY: HAZIM RABADI, PRINCIPAL ARCHITECT, CANNON  
TREASURER: MELANIE SAUER, FORMER CHIEF OPERATING OFFICER, PACIFIC OAKS COLLEGE  
MEMBER: ANNE LEE, DIRECTOR OF DEVELOPMENT BOYS AND GIRLS CLUB PASADENA

07/9/2021  
08/16/2021  
09/20/2021  
10/11/2021  
11/15/2021  
12/13/2021  
01/24/2022  
02/14/2022  
03/28/2022  
04/18/2022  
05/16/2022  
06/20/2022

Contact: [board@almafuerteps.org](mailto:board@almafuerteps.org)

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# SERVICE CONTRACT

**I. The Parties.** This Service Contract ("Agreement") made April 19 2021 ("Effective Date"), is by and between:

**Service Provider:** Joseph Martinez ("Service Provider"),

AND

**Client:** Alma Fuerte Public School, with a mailing address of 119 W Palm Street, Altadena, California, 91001 ("Client").

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on April 26 2021 and terminate upon either Party providing 5 day(s) written notice to the other Party.

**III. The Service.** The Service Provider agrees to provide the following: - Grounds cleaning and maintenance - Pest control - Landscaping - Other duties as assigned

Hereinafter known as the "Service".

Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the Client's mailing address mentioned in Section I.

**IV. Payment Amount.** The Client agrees to pay the Service Provider \$15.00 per hour while performing the Service to the Client.

Hereinafter known as the "Payment Amount".

**V. Payment Method.** The Client shall pay the Payment Amount on a bi-weekly basis.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

**VI. Retainer.** The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

**VII. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to

notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

**VIII. Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

**IX. Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

**X. Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

**a.) Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

**b.) Injunction.** The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

**c.) No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**XI. Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**XII. Independent Contractor Status.** Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.



**XIII. Safety.** Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XIV. Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XV. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

**XVI. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

**XVII. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVIII. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of California.

**XIX. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XX. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature



Date

4/26/2021

Print Name

Joseph Martinez

Service Provider's Signature



Date

04/26/2021

Print Name \_\_\_\_\_

# PURCHASE ORDER

## Alma Fuerte Public School

Date: 3/5/2021

PO #AF12023

Vendor

Ship To

Alma Fuerte Public  
School (address below)

Aeries

Shipping Method

Shipping Terms

Delivery Date

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Qty	Item #	Description	Job	Unit Price	Line Total
1		New SIS, training and conversion			16500
				Subtotal	
				Sales Tax	
				Total	\$16,500

1. Please send a copy of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Adriani Leon  
Alma Fuerte Public School  
119 W. Palm St., Altadena, CA 91001  
626-204-5265

*Laurilie Keay*

3/5/2021

Authorized by Laurilie Keay

Date

**Aaron Cleaning Buildings Company**

Jesus Galan

699 E. Orange Grove Blvd

Pasadena, CA 91104

(626)399-7865

jesusgf77@gmail.com

**AGREEMENT**

This AGREEMENT is made this August 1, 2020 between Aaron Cleaning Buildings Company and Alma Fuertes Public School located at 119 West Palm Street Altadena, CA 91101.

Upon client request, both parties agreed the following AGREEMENT.

The person whose name appears on this AGREEMENT as the Client's representative to transact all business with Aaron Cleaning Buildings Company is fully authorized to enter into this AGREEMENT. Any modifications as to the Clients representative shall be made in writing to Aaron Cleaning Buildings Company and will be effective within (48) forty-eight hours after receiving the written notification.

Aaron Cleaning Buildings Company agrees to provide Client with uniformed Personnel and equipment to perform janitorial services at Clients premises (Any additional locations shall be listed separately and attached to and made part of this AGREEMENT with specifications of duties to be performed and the service charge.

Services shall commence in August 2020 and shall continue until such time as either party submits a written notice to the other party requesting termination.

Billing invoices will be generated twice a month and are due and payable within (15) fifteen days from invoice date. A late charge of 5% per month will be added to the account balance if not paid within (30) Thirty days of the invoice date.

In the event of default in payment for the SERVICES provided and the institution of legal proceedings to collect said arrears, the successful party shall be entitled to an award of all expenses incurred including reasonable attorney fees.

Aaron Cleaning Buildings Company shall be solely responsible for payment of all its personnel wages, social security, unemployment and similar taxes applicable to the performance of services by such personnel. Client agrees that personnel supplied by Aaron Cleaning Buildings Company shall be Aaron Cleaning Buildings Company employees and not the employees of the client, and agrees not to employ as an employee or independent contractor or otherwise any of Aaron Cleaning Buildings Company employees for a *period of* (12) twelve months. Client shall have the right to approve or disapprove of any personnel as long as it is done through Aaron Cleaning Buildings Company and does not in any way violate any Federal or State and/or local laws or regulations



Clients agree to furnish Aaron Cleaning Buildings Company with a list of the names, residence addresses, telephone numbers of any authorized persons to be notified in the event of emergency. Any changes or modifications to that list shall be provided to Aaron Cleaning Buildings Company in writing.

In the event that any person, not a party to this AGREEMENT shall make any claim or file a lawsuit against Aaron Cleaning Buildings Company for any reason relating to the duties and obligations pursuant to this AGREEMENT. Client agrees to indemnify, defend and hold Aaron Cleaning Buildings Company harmless from any and all claims and/or lawsuits.

If any provision or provisions of this AGREEMENT shall become invalid; all other provision or provisions will remain in full except as specifically set forth herein, nothing contained in this AGREEMENT shall be contoured to constitute either party as a partner or agent of the other. Nor shall either party have the authority to bind the other in any respects. The parties and their attorneys or financial advisors have drafted this AGREEMENT jointly and its provisions shall not be unreasonably construed against either party. This AGREEMENT constitutes the entire AGREEMENT between the parties and the signatories and all prior of contemporaneous conversations, negotiations, possible and alleged AGREEMENT, representation, covenant and warranties, express or implied, oral or written with respect to the subject matter bereave, are incorporated herein by reference.

**SERVICE FEE:**

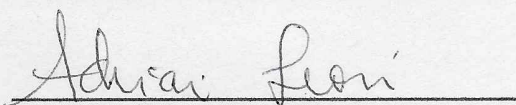
Services under this AGREEMENT services will be at the rate of \$18.00 per hour.

**AGREEMENT**

Aaron Cleaning Buildings Company and Client have caused this AGREEMENT to be executed and attested to in consideration of the terms and conditions set forth herein and reliance upon the statements in this AGREEMENT and agree to all terms.

We hereby agree to the terms and conditions of this AGREEMENT to be executed on the date first above written.

Commencement date: August 1, 2020



Client Representative



Aaron Cleaning Buildings Company



#### **Staffing Service Agreement**

##### **Services:**

Subject to availability, StaffRehab will provide staffing services on request from **Alma Fuerte Public School** ("Client"). Staff Rehab will refer qualified candidates ("Candidate(s)") without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected class, or the presence of a non-job related medical condition or disability. The contents of any attached appendices and addenda are incorporated herein by reference as set forth in this Agreement. Client and StaffRehab shall be referred to in this Agreement as Party if individually or Parties if cumulatively.

##### **Assignments:**

Client shall have the right of refusal regarding the Candidates to be provided. Candidates shall perform the services at the work site of the Client, during normal working hours of Client. Client understands and agrees that any personnel assigned ("StaffRehab Associate" or "Associate") to Client by StaffRehab, pursuant to this Agreement, shall perform all services as an independent contractor to Client, not as an employee, agent, partner, or venture participant of Client.

##### **Pre-employment Processing Fee:**

Client will be charged a one-time fee of \$125.00, per Associate placed, billed on the first invoice once the Candidate starts his/her position at Client as a StaffRehab Associate.

##### **Location/Supervision:**

Client agrees to provide, at no cost to StaffRehab, working space facilities, and related services and supplies necessary to support the StaffRehab Associate(s). StaffRehab Associates shall work under the supervision and direction of Client when on-site.

##### **Insurance:**

StaffRehab shall maintain, and provide to Client, upon written request, the following information for any Associates provided:

Proof of valid professional license if applicable.

Proof of insurance coverage for Worker's Compensation per statutory requirements

StaffRehab shall procure and maintain insurance, and upon request, shall provide Client with Certificates of Insurance covering:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

##### **Cancellations:**

On short-term assignments (one to fourteen days), cancellations must be made at least forty-eight (48) business hours prior to the scheduled report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled will be charged on any cancellation made with less than forty-eight (48) business hours advance notice. For long term assignments (two or more weeks), Client must provide a two week notice of cancellation to StaffRehab. A cancellation fee of one-half (1/2) the scheduled hours for any shift cancelled will be charged on any cancellation made with less than two week's advance notice.

##### **Dismissals:**

In instances in which Client is unhappy with the performance by the StaffRehab Associate, Client agrees to make a reasonable attempt to rectify the issue with written notice to StaffRehab, outlining the issue(s) so that the Associate may modify behavior through counseling and coaching by StaffRehab staff. Should the issue not be resolved, Client may request that the StaffRehab Associate be removed from the assignment. StaffRehab will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay for the hours actually performed by any StaffRehab Associate up to the time of dismissal from client assignment, when invoiced.

##### **Proprietary Information:**

Client shall be the sole and exclusive owner, and have full title and unrestricted rights to any proprietary information and intellectual property developed, utilized or modified in the performance of the services and deliverables under this Agreement. Except to the extent necessary to perform the duties assigned to him or her by the Client, the StaffRehab Associate will hold such proprietary information and intellectual property in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the proprietary information, and intellectual property, and may in no event take any action causing or fail to take the action necessary in order to prevent proprietary information and intellectual property, developed by the StaffRehab associate, to lose its character or cease to qualify as proprietary information and intellectual property. Only with Client written authorization/request, will an Associate disclose proprietary information.

##### **Hourly Rates:**

Client shall pay StaffRehab's hourly rates dictated by job class for each hour worked by a StaffRehab Associate as set forth in the Start Confirmation Sheet. Overtime and holiday hours worked, will be billed at 1.5 times the straight time hourly rate. Overtime hours will be determined in accordance with applicable Federal and State Laws. StaffRehab shall submit invoices on a weekly basis to Client for hours worked the previous week. Invoices are to be paid within ten (10) days of the billing date. Billing rates charged to Client shall be adjusted to reflect

attached appendices and addenda are incorporated herein by reference as set forth in this Agreement. Client and StaffRehab shall be referred to in this Agreement as Party if individually or Parties if cumulatively.

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**Direct Hire Fees:**

A Direct-hire Fee of 25% of a candidate's first year, annual salary is due and payable in full within (30) days of invoice. The Direct-hire Fee will be invoiced by StaffRehab when an offer (verbal or otherwise) is made by Client and accepted by a candidate. Replacement Policy: If the candidate placed with Client voluntarily terminates their employment or is terminated for cause within sixty (60) days from the candidate start date, StaffRehab will offer a replacement for that candidate. Replacement policy is contingent upon receipt of full payment of the Direct-hire Fee paid by Client within thirty (30) days of invoice.

**Hiring of StaffRehab Associate:**

Client, and its subsidiaries, without paying the required fee as listed below, shall not at any time, directly or indirectly, hire, offer employment to, or otherwise use the services of any StaffRehab Associate or former StaffRehab Associate until one (1) year shall have expired from the last date of service provided by such StaffRehab Associate to client.

If Client wishes to hire any StaffRehab Associate working under this Agreement, or who had been working for Client in the past one year, Client shall give StaffRehab thirty (30) days prior written notice of intention to offer employment to such StaffRehab Associate.

**Associate Hiring Fees:**

Client agrees and warrants to pay StaffRehab a hiring fee equal to a percentage of the Associate's annual salary offer, upon employment from StaffRehab by Client as detailed:

Length of Time Paid on Assignment.	Associate Hiring Fee:
0-519 hours	25% of proposed annual salary
520 hours – 1039 hours	20% of proposed annual salary
1040 hours – 1499 hours	15% of proposed annual salary
1500 + hours	\$2,000.00 flat fee

When Client includes, on its payroll, any individual who was formerly referred to Client by StaffRehab, that former StaffRehab Candidate or Associate shall immediately cease to be an independent contractor with respect to Client, and StaffRehab shall no longer be liable in any way for that individual's actions or omissions, and Client shall indemnify, defend, and hold harmless StaffRehab for any and all alleged or actual claims, allegations, damages, liabilities or lawsuits stemming from the acts or omissions of such individual who became a Client employee, once such employment commences.

**Payment Terms:**

Client is billed on a weekly basis with payment due within ten (10) days. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% annual rate), or such lesser amount as necessary to ensure that such does not exceed the maximum allowable by law.

Client agrees to investigation by StaffRehab of Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. StaffRehab reserves the right to refuse to enter into this Agreement, in its sole discretion, for any reason, including, but not limited to the results of the credit history inspection. StaffRehab reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

Payment Address:  
StaffRehab  
P.O. Box 102053  
Pasadena, CA 91189 - 2053

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StaffRehab  
P.O. Box 102053  
Pasadena, CA 91189 - 2053

**Contract Termination:**

This Agreement remains in effect until terminated by either party. This Agreement may be terminated by either party upon thirty (30) days written notice. For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

StaffRehab  
5000 Birch Street  
Suite 3000, West Tower  
Newport Beach, CA 92660  
888.835.0894, 714.890.4889 Fax

**Indemnity:**

The Parties agree to mutually indemnify, defend, and hold harmless, one another for any alleged or actual damages, claims, actions, or liabilities caused or stemming from the actions or inactions of their respective employees, representatives, officers, directors, or shareholders.

**Entire Agreement:**

This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

**Assignment:**

This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

**Severability:**

The parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

**Governing Law:**

The validity and interpretation of any terms or provisions of this Agreement and of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the state of California. All actions, including arbitration, arising out of this Agreement, shall take place and be filed in Orange County, California.

**Dispute Resolution:**

The Parties hereby agree that if a dispute arises out of this Agreement, the Parties will, in good faith, bring to the attention of the other Party, the dispute, and the Parties shall meet and attempt to resolve such dispute. If the Parties are unable to resolve such dispute, the Parties hereby agree to attend mediation in Orange County at JAMS, ADR, Inc., or similar facility and attempt to mediate the matter by a mutually agreeable mediator. The parties may skip this process only if both parties agree they do not want to attempt to mediate the dispute. The cost of the mediator shall be borne equally by the Parties until a prevailing party is determined at any further hearings.

**Prevailing Party:**

In any action brought to enforce or defend, the terms and conditions and obligations contained in this Agreement, the Party who is deemed the prevailing party by either an arbitrator, judge, or jury shall be entitled to reimbursement of costs and fees including reasonable attorneys fees in bringing such action.



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The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

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

Authorized Representative: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**Rockstar Recruiting, LLC dba StaffRehab**

\_\_\_\_\_  
Sara Palmer, CEO

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

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