

# AGENDA

## MEETING OF THE BOARD OF DIRECTORS TEMECULA INTERNATIONAL ACADEMY

**Date:** May 2, 2018  
**Time:** 6:30pm-8:00pm  
**Location:** 31530 La Serena Way, Temecula, CA 92591

This agenda was posted 72 hours before the meeting at the above location of TIA office.

There is no teleconference location

Website: [temeculainternational.org](http://temeculainternational.org)

### **INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS**

Temecula International Academy ("School") welcomes your participation at the meetings of the School's Board of Directors ("Board"). The purpose of a public meeting of the 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:

1. Agendas are available to all audience members at the door to the meeting.
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested agenda item.
3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your "Request to Speak" form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 31530 La Serena Way, Temecula, CA 92591 or at meeting location.

*In compliance with the Americans with Disabilities Act (ADA) and upon request, Temecula International Academy ("School") may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact TIA Office (951) 816-5506. Please contact the office as early as possible to provide time for the School to arrange for such reasonable auxiliary aids and/or services.*

### **I. PRELIMINARY**

- A. **CALL TO ORDER**
- B. **ROLL CALL & ESTABLISHMENT OF QUORUM**
- C. **PLEDGE OF ALLEGIANCE**
- D. **APPROVAL OF AGENDA**
- E. **APPROVAL OF MINUTES**
  - a. April 4, 2018

### **II. RECESS TO EXECUTIVE (CLOSED) SESSION 6:40PM**

With respect to every item of business to be discussed in closed session pursuant to Sections 54956.8: The Board shall publicly report any action taken in closed session and the vote or abstention on that action of every member present.

- A. STUDENT DISCIPLINARY ACTIONS-none
- B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT -none
- C. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT-none
- D. CONFERENCE WITH LEGAL COUNSEL-none
- E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PROCESS-none

**REPORT OF ACTION(S) TAKEN IN CLOSED SESSION  
RECONVENE OPEN SESSION**

**III. COMMUNICATIONS**

- A. **TIA AWARDS/ RECOGNITION**
- B. **FALCON STUDENT UPDATES 6:40 PM-6:50 PM**
- C. **ORAL COMMUNICATIONS 6:50 PM**  
ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken due to California’s public meeting laws. However, the Board may give direction to staff following a presentation

**IV. CONSENT ITEMS**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member or a member of the public to be removed from the Consent Agenda for discussion, there will be limited or no discussion of these items prior to the Board votes on them. The President recommends approval of all items on the consent agenda.

- A. none

**V. COMMITTEE REPORTS**

- A. **BOARD SELECTION - D.Zickafoose/J. Beggs**  
**Board Terms:**

|                                |               |
|--------------------------------|---------------|
| Debra Zickafoose MD, President | June 30, 2018 |
| Jennifer Beggs, Secretary      | June 30, 2018 |
| Nadia Hajsaid, CFO             | June 30, 2018 |
| July Hill-Wilkinson, Ed.D      | June 30, 2018 |
| Lyn Murphy                     | June 30, 2018 |
| Prof. Jeff McKendricks         | June 30, 2019 |
| Ed Resnick                     | June 30, 2019 |

**VI. ITEMS SCHEDULED FOR DISCUSSION, UPDATE AND/OR ACTION**

- A. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - Enrollment and Staffing updates and projections, Open Enrollment /Lottery for 2018-2019, Edjoin
- B. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - CALPADS Reporting, process, submission report
- C. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** -RCOE and CDE reporting, CAASPP testing
- D. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - ICON (previously SavantCo) 2018-2019 contract for back office services
- E. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - Facilities update - Proposition 39 status of negotiations, Split facility updates, contractual arrangement consultant re: commercial facility zoning permits, administrative address transfer. April 17 reponse.
- F. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - 2016-2017, 2017-2018 Audit Updates, field work scheduled May 8, 2018
- G. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - PCSGP Submission status, Additional funding options projections for June 2018.
- H. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION** - TIA Social media accounts, Google listing, archives@

## **VII. CONCLUSION OF THE MEETING**

### **A. ITEMS TO FUTURE AGENDA**

- a.** IRS/FTB Tax submission
- b.** Keenan, Insurance renewal
- c.** Board Vote - Elections of Officers

### **B. BOARD COMMENTS**

### **C. NEXT MEETING:**

- a.** Wednesday, June 6, 2018

## **VIII. ADJOURNMENT**

MINUTES

**MEETING OF THE  
BOARD OF DIRECTORS  
TEMECULA INTERNATIONAL ACADEMY**

**I. PRELIMINARY**

**A. CALL TO ORDER**

The directors named by the incorporator of the corporation, constituting the Board of Directors of this corporation, held their meeting at the time, on the day, and at the place set forth as follows:

Date: April 4, 2018

Time: 6:30pm-8:00pm

Place: 43460 Ridge Park Drive, Suite 200 Board Room, Temecula, CA 92590

TELECONFERENCE NUMBER at the site: # (515) 604-9538 Access Code: 825655, Organizer PIN 4396

**B. ROLL CALL & ESTABLISHMENT OF QUORUM**

| BOARD MEMBER                                       | PRESENT | ABSENT |
|--|---------|--------|
| Jennifer Beggs (JB)                                | Call in |        |
| Nadia Hajsaid (NH)                                 |         |        |
| July Hill-Wilkinson, Ed.D (JHW)                    | X       |        |
| Jeff McKendricks (JM)                              |         |        |
| Lyn Murphy (LM)                                    | Call in |        |
| Ed Resnick (ER)                                    | Call in |        |
| Debra Zickafoose, MD (DZ)                          | X       |        |
| Gina Wickwire, Principal (GW)<br><i>non voting</i> |         |        |

**I. PRELIMINARY**

**A. CALL TO ORDER TIME: 6:35**

**B. ROLL CALL & ESTABLISHMENT OF QUORUM**

**C. PLEDGE OF ALLEGIANCE**

**D. APPROVAL OF AGENDA**

**E. APPROVAL OF LAST MEETING MINUTES**

March 7, 2018

Motion to approve: ER

Second: JB

Roll Call:

| BOARD MEMBER                                       | Approve | Deny |
|--|---------|------|
| Jennifer Beggs (JB)                                | X       |      |
| Nadia Hajsaid (NH)                                 |         |      |
| July Hill-Wilkinson, Ed.D (JHW)                    | X       |      |
| Jeff McKendricks (JM)                              |         |      |
| Lyn Murphy (LM)                                    | X       |      |
| Ed Resnick (ER)                                    | X       |      |
| Debra Zickafoose, MD (DZ)                          | X       |      |
| Gina Wickwire, Principal (GW)<br><i>non voting</i> |         |      |

Motion Passes: 5-0

**II. RECESS TO EXECUTIVE (CLOSED) SESSION 6:40PM**

With respect to every item of business to be discussed in closed session pursuant to Sections 54956.8:

The Board shall publicly report any action taken in closed session and the vote or abstention on that action of every member present.

- A. STUDENT DISCIPLINARY ACTIONS-none
- B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT -none
- C. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT-none
- D. CONFERENCE WITH LEGAL COUNSEL-none
- E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PROCESS-none

**REPORT OF ACTION(S) TAKEN IN CLOSED SESSION  
RECONVENE OPEN SESSION**

**III. COMMUNICATIONS**

**A. ORAL COMMUNICATIONS 6:40 PM**

ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken due to California's public meeting laws. However, the Board may give direction to staff following a presentation

**IV. CONSENT ITEMS**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member or a member of the public to be removed from

the Consent Agenda for discussion, there will be limited or no discussion of these items prior to the Board votes on them. The President recommends approval of all items on the consent agenda.

A. None

**V. ITEMS SCHEDULED FOR INFORMATION, DISCUSSION, AND/OR ACTION**

**A. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION -** Enrollment Updates and Next Open Enrollment for 2018-2019. Dr. Zickafoose gave an update to our ongoing enrollment that is going well. There are several waitlist classes. Discussion of a last official open enrollment period, or just continue enrolling as they come. Gina has been working with families and staff to look at the best strategies for bringing in students. Will discuss again at the May board meeting.

**B. FOR CONSIDERATION: INFORMATION, DISCUSSION, and/or ACTION -** Final Facilities Use Agreement from TVUSD for 2018-2019 School year. Dr. Zickafoose gave an update on discussions with the district and Prop 39 offer. There has been discussion with attorneys, district officials, and the TVUSD board. The current offer is a split between Rancho Elementary, and Margarita Middle School. Negotiations continue with regard to cost and being split between the two sites with possible negotiations regarding overpayment during 2017-2018.

**VI. CONCLUSION OF THE MEETING**

**A. ITEMS TO FUTURE AGENDA**

- a. Enrollment Updates
- b. Grant Funding for last round PCSGP
- c. Consideration Finance Committee/Regular Board meetings alternating every other month

**B. BOARD COMMENTS**

**C. NEXT MEETING:**

- a. May 2, 2018

**VIII. ADJOURNMENT TIME: 7:35**

Motion to approve: JHW

Second: JB

Roll Call:

| BOARD MEMBER                    | Approve | Deny |
|---------------------------------|---------|------|
| Jennifer Beggs (JB)             | X       |      |
| Nadia Hajsaid (NH)              |         |      |
| July Hill-Wilkinson, Ed.D (JHW) | X       |      |
| Jeff McKendricks (JM)           |         |      |
| Lyn Murphy (LM)                 | X       |      |

|   |   |  |
|---|---|--|
| <b>Ed Resnick (ER)</b>                                    | X |  |
| <b>Debra Zickafoose, MD (DZ)</b>                          | X |  |
| <b>Gina Wickwire, Principal (GW)</b><br><i>non voting</i> |   |  |

Motion Passes: 5-0

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of Temecula International Academy, a California nonprofit public benefit corporation; that these minutes, consisting of four (4) pages are the minutes of the meeting of the Board of Directors held on April 4, 2018.

\_\_\_\_\_  
Jennifer Beggs, Secretary



ICON School Management  
3700 Wilshire Blvd Suite 1020  
Los Angeles, CA 90010

[www.iconsm.com](http://www.iconsm.com)  
P 323.457.0499  
F 323.457.0814

**Master Services Agreement**  
**Temecula International Academy**  
**April 28, 2018**



## MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is made this 16th day of April, 2018 ("Effective Date") by and between ICON School Management, a California corporation, having its principal office and place of business at 3700 Wilshire Boulevard, Los Angeles, California 90010 USA ("ICON"), and Temecula International Academy, a California not-for-profit corporation, having its principal office and place of business at 31530 La Serena Way, Temecula, California 92591 ("Client").

### **SECTION 1. SERVICES**

- 1.1 Engagement. ICON agrees to perform the services ("Services") described in one or more Statements of Performance (each a "SOP") as may be entered into from time to time by Client and ICON, in accordance with the applicable SOP and these Terms and Conditions. Client agrees to engage ICON to perform the Services in accordance with the applicable SOP and these Terms and Conditions. This Master Services Agreement and all SOP are collectively referred to as this "Agreement."
- 1.2 Client Responsibilities. Client will provide safe and adequate working space and facilities, equipment and supplies, system access, and information (including all data, files, documentation, or other information necessary or appropriate for ICON's performance of Services). Client will also fulfill any additional obligations as defined in any applicable SOP. Client will be responsible for the collection and accuracy of all data necessary or appropriate for ICON to render the Services in any applicable SOP. Client understands that ICON's performance is dependent and conditioned upon Client's timely and effective performance of all responsibilities under this paragraph. Client's failure to fulfill any obligations under this paragraph will not relieve Client of any obligations to pay ICON under Section 3 of this Agreement or any other equivalent provisions of any SOP. ICON is entitled to rely on all information, decisions, and approvals provided by Client.
- 1.3 Independent Contractor Status. ICON is an independent contractor under this Agreement, and nothing herein will be construed to create a partnership, joint venture, agency or employment relationship between ICON and Client. Neither party will have authority to enter into agreements of any kind on behalf the other party, or otherwise bind or obligate the other party in any manner to any third party, by virtue of the relationship contemplated by this Agreement.
- 1.4 Method of Performance. Except as otherwise provided in the applicable SOP, ICON will have the right to determine the method and means of performing the Services.
- 1.5 Taxes. Client will be responsible for all applicable state and local sales, service and use taxes incurred during the performance of any Services.

### **SECTION 2. STATEMENTS OF PERFORMANCE**

- 2.1 Generally. Client and ICON will, from time to time, enter into a SOP during the term of this Agreement, and each SOP will be effective only when signed and delivered by authorized representatives of Client and ICON and will become effective as of the latter of the parties' signature dates on the SOP. Each SOP will be subject to all provisions of these Terms and Conditions. If any provision contained in a SOP conflicts with any provision contained in these Terms and Conditions, the provision contained in the SOP will govern.
- 2.2 Changes. Client may from time to time propose changes in the Services to be performed pursuant to a SOP. Any material change to a SOP, including changes that will affect the compensation payable to ICON, will be made by an amendment to the SOP agreed by both parties in accordance with Section 9.6 of these Terms and Conditions.

- 2.3 Termination. A SOP will terminate upon completion of the Services unless earlier terminated at any time upon mutual written agreement of both parties. In addition, all SOP will terminate upon termination of this Agreement in accordance with Section 5.

### **SECTION 3. COMPENSATION, EXPENSES AND PAYMENT**

- 3.1 Compensation. In consideration of the Services performed, Client will pay ICON compensation in the amount, and payable at the times and in the manner, set forth in this Agreement and the applicable SOP.
- 3.2 Reimbursement of Expenses. Client will reimburse ICON for or pay any charge, cost or expense incurred by ICON in furtherance of its performance of Services or otherwise unless specifically excluded in the applicable SOP.
- 3.3 Invoices. ICON will submit to Client invoices for Services rendered on a periodic basis as set forth in the applicable SOP. If the SOP does not provide a schedule for the submission of invoices by ICON, invoices will be submitted monthly. The invoices will describe the Services rendered and will list all reimbursable charges, expenses and costs. Client will pay all invoices within 30 days. Invoices not paid within 30 days of receipt are subject to the lesser of 1.5% interest or the highest rate allowed by law.

### **SECTION 4. TERM**

This Agreement is effective commencing on the latter of the parties' signature dates to this Agreement, and, unless otherwise provided in the SOP, will continue until terminated pursuant to Section 5 below.

### **SECTION 5. TERMINATION OF AGREEMENT**

- 5.1 Termination. This Agreement may be terminated at any time by either party upon 30 days' prior written notice to the other party. In the event of termination of this Agreement, any executory obligations arising under a SOP shall be subject to the Terms and Conditions of this Agreement until completion. This Agreement will automatically terminate without notice one year after the termination of the last SOP.
- 5.2 Termination upon Breach. Notwithstanding Section 5.1, this Agreement may be terminated by either party upon written notice to the other party, in the event the other party materially breaches any obligation hereunder and the breaching party fails to cure within 30 days after written notice of the breach.
- 5.3 Termination upon Insolvency. This agreement will automatically terminate if Client ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, and fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition for bankruptcy, is subject to an involuntary petition for bankruptcy, is adjudicated bankrupt or insolvent, or has filed against it a petition seeking reorganization, arrangement or composition under any law or regulation.
- 5.4 Effect of Termination. Except for a SOP currently in effect under paragraph 5.1, upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that all rights or obligations for payment of compensation earned and unpaid prior to termination, or reimbursement of reimbursable charges, expenses and costs incurred prior to termination, and that Sections 3, 5, 6, 7, 8 and 9, and any other right or obligation which by its nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely. The provisions of this Agreement that do not survive termination will nonetheless be controlling on, and will be used in construing and interpreting the rights and obligations of the parties with regard to any dispute, controversy or claim which may arise under, out of, in connection with, or relating to this Agreement.

## **SECTION 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Parties represent, warrant, and covenant as follows:

- 6.1 **Performance.** All Services performed by ICON will be performed in a reasonable, workmanlike manner. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, ICON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE PERFORMANCE OF THE SERVICES HEREUNDER, OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DELIVERABLES PRODUCED BY ICON. NOTWITHSTANDING THE FOREGOING, ICON SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES; IN NO EVENT, SHALL ICON'S ENTIRE LIABILITY EXCEED THE AMOUNT OF THE AVERAGE OF THE LAST THREE MONTH'S FEES ACTUALLY RECEIVED FOR THE SERVICES PERFORMED HEREUNDER WHETHER SUCH CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR ANY OTHERWISE.**
- 6.2 **Remedy for Non-performance.** In the event that ICON's performance does not conform to paragraph 6.1, and upon notice consistent with this paragraph and paragraph 9.4, ICON will have the opportunity to re-perform any non-conforming Services or, in ICON's sole discretion, refund the fees allocable to the non-conforming Services. Any notice of non-performance must describe the nature of the non-performance with sufficient particularity for ICON to remedy the non-performance. Any claim of non-conformity must be noticed to ICON within 45 days of the completion of the non-conforming Service, except that if such non-performance was not reasonably discoverable, Client will have the lesser of 30 days from the date of discovery or 120 days from completion of the non-conforming Service. **THIS REMEDY REPRESENTS CLIENTS SOLE REMEDY AND ICON'S SOLE LIABILITY IN CONNECTION WITH NON-PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT OR ANY APPLICABLE**
- 6.3 **Deliverables.** ICON hereby grants perpetual, non-exclusive, non-assignable, non-transferable, royalty-free license to use, reproduce and distribute for internal purposes only all documents resulting or derived from, or made in the course of performance of the Services, including any written material, whether or not reduced to tangible form ("Deliverables"). All rights in and to ICON's existing intellectual property as defined in paragraph 6.4 and any modifications or derivatives of such property will remain the property of ICON, except to the extent that such property is included with or incorporated into the Deliverables, Client is hereby granted a perpetual, non-exclusive, non-assignable, non-transferable, royalty-free license to use the same for internal purposes only.
- 6.4 **Other Party's Intellectual Property.** Each of the parties own intellectual property which includes trademarks, patents, copyrights, and trade secrets ("Intellectual Property"). Except as provided for under paragraphs 6.3 and 9.12, neither party shall have any right in or to the Intellectual Property of the other party.

## **SECTION 7. INDEMNITY**

- 7.1 **Indemnification by ICON.** ICON will indemnify, hold harmless and defend Client and its affiliates, and their respective officers, directors, employees, agents and advisors, from and against, and will reimburse such indemnified parties with respect to, any and all claims, demands, causes of action, proceedings, losses, damages, debts, expenses, liabilities, fines, penalties, deficiencies, judgments or costs, including reasonable attorney fees, court costs, amounts paid in settlement and costs and expenses of investigations, at any time and from time to time asserted against or incurred by any such indemnified party arising out of, in connection with, resulting from or by reason of the negligent performance or non-performance of its obligations under this agreement, except to the extent caused by clients negligence or willful misconduct.

- 7.2 Indemnification by Client. Client will indemnify, hold harmless and defend ICON and its affiliates and their officers, directors, employees, agents and advisors from and against, and will reimburse such indemnified parties with respect to, any and all claims, demands, causes of action, proceedings, losses, damages, debts, expenses, liabilities, fines, penalties, deficiencies, judgments or costs, including reasonable attorney fees, court costs, amounts paid in settlement and costs and expenses of investigations, at any time and from time to time asserted against or incurred by any such indemnified party arising out of, in connection with, resulting from or by reason of (a) any failure by Client to perform any obligations of this Agreement, or (b) any negligent or willful act or omission of Client.

## **SECTION 8. CONFIDENTIALITY**

- 8.1 Definition. "Confidential Information" means any documentation containing technical, financial, or other business information that the provider considers competitively sensitive, proprietary or confidential and is marked "Confidential Information" or, if disclosed orally or visually, is confirmed in writing and marked "Confidential Information" within thirty (30) days of the date of first disclosure
- 8.2 Each party acknowledges that Confidential Information may be disclosed to the other party during the course of this Agreement. Each party will protect the other party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of such Confidential Information as the receiving party uses to protect its own confidential or proprietary information. The receiving party will not use the other party's Confidential Information for any purpose other than in pursuit of the business relationship contemplated by this Agreement. The receiving party will neither disclose nor copy the other party's Confidential Information except as necessary for its employees, agents or contractors with a need to know.
- 8.3 The receiving party's obligations under this Section will not apply, or will cease to apply, to that Confidential Information that the receiving party can establish: (i) is or hereafter becomes generally known or available to the public or interested persons through no breach of this Section by the receiving party; (ii) is rightfully known to the receiving party without restriction on disclosure at the time of its receipt from the disclosing party; (iii) is rightfully furnished to the receiving party by a third party without breach of an obligation of confidentiality; (iv) is independently developed by the receiving party without use or reference to the Confidential Information; (v) is required to be disclosed by applicable law or pursuant to the order of a court, administrative agency or other governmental body (provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent); or (vi) is approved for release by written authorization of the disclosing party.

## **SECTION 9. GENERAL PROVISIONS**

- 9.1 Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives. Client may not assign, delegate or transfer to third parties its rights or obligations hereunder without the prior written consent of ICON. Any such transfer without ICON's written consent will be null and void.
- 9.2 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors, assigns, heirs and personal representatives and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity.
- 9.3 Governing Law; Venue. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of California, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, will be determined solely by a state or federal trial court located in San Bernardino County, California, and the parties hereby consent to the jurisdiction of such courts.

- 9.4 Notices; Electronic Communications. All notices or other communications required or permitted under this Agreement will be in writing and will be deemed duly given either (a) when delivered in person to the recipient party, or (b) 3 business days after being mailed by either registered or certified U.S. mail, return receipt requested, postage prepaid to the recipient party at the mailing address designated for the recipient party in the recipient party's contact information above. The parties may use and rely upon electronic records and signatures for all agreements, undertakings, notices, disclosures, and other documents, communications or information of any type sent or received in accordance with this Agreement.
- 9.5 Entire Agreement. This Agreement, including the SOP, if any, contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.
- 9.6 Amendment. Except as otherwise provided herein, this Agreement, including any SOP, may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of each of the parties.
- 9.7 No Waiver. No failure or delay by any party in exercising any right, power, or privilege hereunder will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power, or privilege will preclude the further or full exercise thereof.
- 9.8 Severability. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions. If any part of this Agreement is held unenforceable, the rest of this Agreement will continue in effect.
- 9.9 Remedies. Except as limited by paragraph 6.2, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved parties will in all events be entitled to seek whatever additional remedies may be available in law or in equity.
- 9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. The parties agree that this Agreement may be executed by any party by electronic signature.
- 9.11 Headings. The headings of this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof.
- 9.12 Publicity. ICON may use the name of Client in any publicity releases, advertising or other promotional activities without the prior written consent of Client.
- 9.13 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither ICON nor Client will directly solicit the employment of the other's employees who have been directly associated with the Services covered by this Agreement. In the event of any breach of this provision, the breaching party shall pay the non-breaching party a sum equal to 50% of the annual compensation of the solicited employee.
- 9.14 Force Majeure. Any delay in the performance of ICON's obligations hereunder will not be considered a breach of this Agreement if such delay is caused by Acts of God, natural disaster, war, terrorism, national emergency, labor disputes, shortage of material, fire, earthquake, flood or any other event beyond the reasonable control of ICON provided that ICON uses reasonable efforts under the circumstances to notify Client of the circumstances causing such delay and to resume performance as soon as possible.

## STATEMENT OF PERFORMANCE

### *Overall Service Delivery*

The overall ICON service delivery is proactive, forward-looking and brings our deep charter operations expertise to bear on behalf of our school partners.

- Cash flow projections that are updated monthly
- Budget forecasts that are updated monthly
- ICON provides expert budget and actuals interpretation - flagging necessary changes
- Further, ICON takes its responsibility seriously as a trusted service provider to the adjusting assumptions and forecasts throughout the year, and warning about potential future cash flow issues.
- We will be actively engaged in seeking existing and new funding sources to ensure that all possible grants that are open to Temecula International Academy are carefully considered and utilized.

### *A. Charter Development/Renewal*

The preparation for a successful charter renewal can be a daunting task. With experienced members from ICON who have gone through similar experiences, we will offer our services to ensure your school leaders go through a successful charter renewal. The key to a successful renewal is to start early, as you engage and involve your stakeholders, reflect on your school's successes and needs, and create plans and goals for your next term. Our experienced members will provide leadership and support every step of the way, so that your school can continue to serve the students in your community.

### *B. Grant Writing*

From private foundations to State and Federal programs, there are numerous funding opportunities for charter schools to take advantage of. The grant writing team at ICON have successfully received millions of dollars for charter schools. The ICON team will work with the school leaders to apply and receive funding for the following grants:

- After School Education and Safety (ASES) / 21<sup>st</sup> Century Community Learning Centers (CCLC)
- National School Lunch Program
- Charter School Facility Grant Program
- Federal funding which includes Title I, II, and III
- E-rate (This service may require additional fees based on the scope of work)

### *C. Budget Development, Accounting & Finance*

ICON provides unparalleled and the most comprehensive back-office support for charter schools. Team of experts in financial, accounting, and charter operations management will ensure accurate budget development and budget forecasts tailored for the unique needs of your charter organization. In addition, ICON does the leg-work in evaluating funding programs to ensure our partner schools are knowledgeable on and participating in all eligible funding opportunities.

- Budgeting
  - Preliminary/Adopted Budget – Prepare, analyze, discuss and file the preliminary budget report in District/County/State required format by July 1<sup>st</sup> (present to school leaders and board members well in advance of the due date for analysis, discussion, and possible revision).
  - Interim financial reports – Prepare, analyze, discuss and file the two interim financial reports (1<sup>st</sup> Interim and 2<sup>nd</sup> Interim) in District/County/State required format to the authorizer by or prior to the December 15 and March 15 deadlines.
  - Unaudited/Audited financial reports – Prepare and file the unaudited financial report by September 15 and the final audited report (from the auditor) by December 15.

- Budget revisions (as needed, on demand) – Revise budgets in between the required interim reports for special project analysis, anticipated funding changes, and for various circumstances or scenarios as requested by the school.
- Financial Statements
  - Monthly year-to-date financial statements – Prepare YTD financials compared to budget
  - Monthly cash flow projections – Monitor the school’s cash position and anticipate cash shortfalls in future months so the school can adjust spending accordingly or secure cash flow loans
  - Financial statements analysis – Provide a succinct PowerPoint summary and analysis of the financial statements so Board and staff can quickly focus on the salient financial issues facing the school
  - Updated monthly budget forecasts – Track budget to actuals and update the budget forecast on a monthly basis.
- Accounting
  - Setup of school’s SACS-compliant chart of accounts and general ledger – ICON team sets up and maintains the school’s chart of accounts, based on ICON School Management’s standard structure compliant with SACS
  - Fund accounting – ICON team can track revenue and expenditures by fund, e.g., implementation grant funds and expenses or Title I expenditures.
  - Training – ICON team trains appropriate school personnel on accounting procedures and best practices to ensure accurate record keeping
  - Transaction recording – ICON team records in detail all transactions in a SACS-compliant, computerized accounting system.
  - Journal entries and account maintenance – ICON team prepares and records journal entries and maintains the general ledger according to generally accepted accounting standards
  - Bank reconciliation – ICON team reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.
  - General financial reports monthly – ICON team can generate the following reports upon request: detailed account activity; bank register activity; summary of budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by ICON team); revenues; all general ledger account balances
  - Accounts Receivable: Revenue verification - ICON team verifies that the school is receiving the correct amount of funds in a timely fashion
  - Accounts Payable: Upon receiving approved invoices, ICON team processes all invoices and pays the bills in a timely manner and codes them in the financial software. ICON team will ensure that there are no double payments or double billings on multiple invoices. ICON team can also troubleshoot payment issues with vendors. With close monitoring of school cash balances, ICON team also verifies that funds are available to pay the bill.

#### *D. Board Presentation and Support*

- Financial Analysis Presentation: We develop a thorough Financial Analysis presentation for each Board Meeting that supplements the monthly financial reports and that informs and facilitates senior-level decision making.
- Board & School Leadership Support: We work closely with both the school leader and the Board throughout the year and are typically called upon to advise in a variety of areas beyond the standard financial reporting and analysis. We will be actively engaged in strategic planning and dissemination of best practices.

#### *E. Compliance & Reporting Support*

- Funding compliance – ICON makes compliance recommendations regarding funding requirements, such as Federal PCSGP implementation and Title grant funding and other restricted funds.
- Employee files – ICON provides schools with templates for employee files, forms, and procedures to help ensure compliance with employment laws. (Note: the school should have an attorney review all legal issues).
- SPED compliance – ICON provides checklists and general information to help schools understand their responsibilities related to Special Education. However, ICON recommends getting specialized assistance in this area to ensure complete compliance.
- District and state regulation compliance – ICON can help the school identify areas where it may not be in compliance with district or state regulations.

#### *F. Payroll*

- Payroll Processing – Calculate and process payroll and payroll related payments/deductions for salaried and hourly employees.
- Payroll reporting – File all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities.
- Payroll record maintenance – Keep track of all employee information relevant to payroll and employee files.
- W-2 and 1099 processing – Process Forms W-2 and 1099 to employees and government.
- STRS/PERS and other retirement plan administration – Review to make appropriate deductions and payments to the county for STRS and/or PERS and/or other retirement plans. ICON can advise on alternative retirement plan options such as 403bs and on working with providers to set up the plans. (Note that in some cases it can take approximately 12 months to set up such contributions because of county delays. Also, some counties charge separately for this mandated service.)

#### *G. HR Support*

ICON is fully aware of Charter School's needs for HR services from our extensive experience in the charter school industry. We will provide or support the school to comply with requirements of all federal, state, and local agencies.

- Onboarding/offboarding procedures in compliance with federal, state and local regulations.
- Health benefit coordination, management, and reporting (medical and ancillary benefits, claims for unemployment and disability)
- Provide support in developing or reviewing the employee handbook
- In-person training sessions geared toward the unique HR needs of the charter school

#### *H. Proactive Funding Program Evaluation*

- ICON helps ensure our partner schools are knowledgeable on and participating in all worthwhile funding opportunities.
- ICON proactively does the leg-work in evaluating funding programs to:
  - Gauge the level of effort to apply and comply versus the amount of eligible funding for the school.
  - Identify funding opportunities that are a potential fit based on our school partners' needs and specific characteristics (e.g., student population, school calendar/instructional minutes, programmatic focus/synergies, etc.)

#### *I. Complete Attendance & Data Support*

ICON's team of attendance specialists advises the school on how to take proper attendance, reviews the data for irregularities that could indicate errors, and prepares/submits the key attendance reports to the state. Key components of this support area include:



- Internal attendance reporting – ICON assists with monthly attendance reports based on school-provided data.
- Government attendance reporting – Using school-provided data, ICON prepares and/or performs a quality assurance check of government attendance reports, including the 20-day report, P-1, P-2, and P-Annual. ICON also trains the school on CALPADS reporting (up to 4 hours annually; additional support available on an hourly billing basis).
- Attendance procedures assistance – Assistance in reviewing school's attendance accounting procedures and advising on areas for improvement.
- Quarterly ADA analysis – ICON reviews ADA data to ensure the school is on track with projections.

#### *J. Comprehensive Financial Audit Support*

ICON has an impeccable record of delivering smooth and clean audits for our school partners since we have been charter school auditors for the past 10 years. ICON does the “heavy lifting” on behalf of your organization that minimizes school leadership and staff time in the process.

- Audit Support: ICON prepares the financial documents for the audit and works side-by-side with your auditing firm's personnel at ICON's offices.
- Single Audit Act of 1984: ICON provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984.
- IRS Form 990 Support: ICON supports the school and auditor in preparing Form 990 tax-exempt organization annual filing

#### *K. Grants Administration & Reporting*

- Financial Reports – ICON prepares customized financial reports for grant purposes.
- Fund Accounting - ICON sets up fund accounting to track direct and allocated costs to grants.
- Consolidated Application – ICON prepares and files the C.A.R.S. reports for eligible schools.

#### *L. Curriculum & Instruction*

The team at ICON has the knowledge and experience in helping strengthen your school's academic performance. Our team of experts will assess the school's educational program, identify areas of greatest needs, and provide a 360 degree support to strengthen and solidify the program. Some of the services we provide are:

- Response to Intervention (RtI)
- Professional Development
- Special Education
- State and local assessments
- Common Core Implementation
- Induction and mentoring

#### *M. Management Staffing for Temecula International Academy*

We are the primary and regular contact for the school leaders and are responsible for the management service delivery to the school and the Board. We manage the client relationship, are responsible for client satisfaction, and for delivering ICON's highest level of customer service.

**COMPENSATION**

- A. Contract Term: July 1, 2018, through June 30, 2019 (12 months)
  - o The initial contract term between ICON School Management and Temecula International Academy will be 12 months. After the initial term, the contract renewal term is on a 1 year / 12 month basis.
- B. ICON is offering Temecula International Academy a continued discounted fee structure from the standard management pricing model:
  - o \$72,000 a year (\$6,000 a month)

Thank you for allowing ICON School Management the opportunity to continue to offer these services to Temecula International Academy.

**ICON School Management**  
**3700 Wilshire Blvd, Suite 1020**  
**Los Angeles, CA 90010**

**By:** \_\_\_\_\_  
**Name:** Daniel J. Lee  
**Title:** Chief Executive Officer  
**Date:** \_\_\_\_\_

**Temecula International Academy**  
**31530 La Serena Way**  
**Temecula, CA 92591**

**By:** \_\_\_\_\_  
**Name:** Debra Zickafoose  
**Title:** Board President  
**Date:** \_\_\_\_\_



# TEMECULA INTERNATIONAL ACADEMY

31530 La Serena Way  
Temecula, CA 92591

April 17, 2018

Delivered via e-mail and hand delivery

Mr. Scott Schaufele  
Charter School Liaison  
Temecula Valley Unified School District  
31350 Rancho Vista Road  
Temecula, CA 92592

**RE: *Temecula International Academy Response to Final Offer  
Proposition 39 Facilities  
2018-19 School Year***

Dear Mr. Schaufele:

This letter is in response to the Proposition 39 Final Offer of Space (“Final Offer”) made by the Temecula Valley Unified School District (“District”) to Temecula International Academy (“TIA”) for space at Rancho Elementary School (“RES”) for grades K-5 and Margarita Middle School (“MMS”) for grades 6-7.<sup>1</sup> The District based its Final Offer on a projection of **121.92** in-District average daily attendance (“ADA”), as projected by TIA’s request for facilities.

The District’s Final Offer is for exclusive use of four (4) classrooms as teaching stations, one (1) classroom for special education, one (1) classroom for specialized use, and one (1) classroom for office use, one multi-purpose room, and one (1) staff restroom at RES.<sup>2</sup> The Final Offer appears to allocate seventeen percent (17%) shared use of the lunch shelter, library, one (1) set of student restrooms, parking lot, and playfield at RES. The Final Offer also includes exclusive use of two (2) classrooms as teaching stations, one (1) room for administrative/specialized use, and one (1) set of student restrooms at MMS. The Final Offer appears to allocate eight percent (8%) shared use of the multipurpose room, administration area, locker room, parking area, grass/track and one (1) science lab at MMS.

Pursuant to section 11969.9(i) of Title 5 of the California Code of Regulations (“5 C.C.R.”), which requires TIA to notify the District whether or not TIA intends to occupy the offered space, TIA hereby accepts and intends to occupy the offered space, without acknowledging its sufficiency under applicable local, state, or federal law and without waiving

---

<sup>1</sup> The District also identified an alternative (Option B) to house the entire Charter School operation at MMS. However, as the Charter School finds that Option B would not satisfy its needs given that the classrooms offered by the District are being offered “as is” and are in a condition that would require a significant amount of work, this option is not discussed.

<sup>2</sup> The Charter School reserves the right to determine the best use of each space consistent with the terms of the Facilities Use Agreement and the Charter School’s charter.

*Mr. Scott Schaufele*

*Re: Response to Final Offer for Proposition 39 Facilities 2018-2019 School Year*

*April 17, 2018*

*Page 2*

any of its legal rights under applicable local, state, or federal law, including Proposition 39 rights and remedies.

TIA appreciates the efforts of District staff to work with TIA on Prop. 39 matters, and TIA looks forward to working together with TIA to develop a co-location agreement that works for the District's and TIA's programs. To that end, TIA has a number of concerns and counter-proposals regarding the Final Offer, which it will identify here.

TIA presently occupies a total of nine (9) classrooms at RES, and the Final Offer allocates a total of only eight (8) classrooms at RES to TIA. The Final Offer must be revised to include Room 30, which TIA intends to use as its school library; this will allow TIA to forgo its use of the RES library space, leaving it for use only by RES students. TIA will also require a minimum of 1.5 hours per day of playground access. The District should confirm that TIA will be provided access to RES throughout the summer.

TIA also raises objections to the allocation of space at MMS. We are aware that a block of eight (8) "as is" modular classrooms are not presently occupied on the MMS site. TIA therefore requests the use of two (2) additional classrooms (Rooms 60 and 61) for specialty use, foreign language instruction and charter school library services (which would allow TIA to forgo use of the MMS library). TIA also requests the use of two (2) rooms located inside the multipurpose room, which the District presently uses for storage. TIA requests the use of these rooms to provide special education services. The allocation of shared use to TIA at MMS is also inadequate, as it provides only eight percent (8%) access to the multipurpose room, staff restroom, locker room, parking area, grass/track and science lab. In particular, TIA requires access to the science lab (Room 29) at regularly scheduled intervals of no less than one hour per day, use of the multipurpose room for at least one hour per week, and access to the track and field for PE instruction for at least one hour per day which can be arranged with staggering TIA and MMS student schedules for school start and end times. TIA requests direct campus access be provided through a side gate for AM arrival and PM dismissal. TIA also requests the use of five (5) designated parking spaces for staff parking. Lastly, please confirm that TIA will be allowed to access the MMS campus commencing on August 1, 2018.

In addition, TIA notes that the District has calculated the percentage of shared space for TIA as 17% and 8% at RES and MMS, respectively, which is "based on the estimate percentage of total campus population attributed to TIA." However, the allocation of specialized teaching space and non-teaching space must be based on an analysis of the square footage of these types of space available to students at the comparison schools (specifically, "the per-student amount of specialized classroom space in the comparison group schools") under 5 C.C.R. Section 11969.3(b)(2)-(3). Therefore, TIA will work with the District to determine the appropriate allocation of shared space under the regulations, but in no event does TIA anticipate being allocated less than 17% and 8% shared use at RES and MMS, respectively. Of course, TIA will

**Temecula International Academy**

31530 La Serena Way

Temecula, CA 92591

Ph: (951) 816-5506 Fax: (951) 380-8588

*Mr. Scott Schaufele*

*Re: Response to Final Offer for Proposition 39 Facilities 2018-2019 School Year*

*April 17, 2018*

*Page 3*

endeavor to reach an allocation of shared space that facilitates the operation of both co-located schools with minimal disruptions in a cooperative educational environment.

As another matter, the Final Offer indicates that health and library services are available at RES and MMS for additional charges to cover health clerk and librarian salary and benefits. TIA does not anticipate the need for use of the health office or library, assuming TIA continues to use classrooms for library purposes as described above (it also does not believe the District can charge for these additional costs but that will not be an issue here). Accordingly, TIA will decline the use of the library and health office at the two sites. The FUA should therefore state that health office and library services are made available only if requested by TIA, and TIA is under no obligation to use the health center or library at either site, or to separately provide health or library services to its own students.

TIA looks forward to negotiating the terms and conditions of a final agreement pursuant to 5 C.C.R. section 11969.9(k). TIA has identified changes to the Facilities Use Agreement (“FUA”) that must be made before it is finalized, and we hereby renew our requests for the modifications enumerated in our response to the Preliminary Proposal. TIA also requests the opportunity to work out a mutually-agreed-upon staggered start/stop and campus facility access schedule with the respective principals at RES and MMS before the end of June, to ensure that the FUA reflects the points needed to ensure a smooth working relationship between the respective programs prior to the first day of school.

The charges to TIA for use of the facilities are governed by 5 C.C.R. section 11969.7; Prop. 39 is clear that other than the pro rata share, “the charter school shall not be otherwise charged for use of the facilities.” (Education Code Section 47614(b)(1).) The Final Offer indicates that TIA must pay for costs in addition to the pro rata share, such as costs for custodial services for special events, and charges for use of the health office and library. TIA does not object to paying its pro rata share and other costs in accordance with the regulations. However, it wishes to perform reasonable due diligence regarding its facilities expenditures. Under this regulation, the “facilities costs [used to calculate the pro rata share] do not include any costs that are paid by the charter school.” In other words, the District cannot “double charge” TIA for the same costs. Accordingly, TIA requests a copy of the District record or records showing the itemized costs included in the calculation of the pro rata share and the anticipated costs for services outside the pro rata share. We respectfully request a copy of the relevant records no later than Monday, April 23, 2018, or within 10 days of the District’s receipt of this request. Should we have any concerns regarding the items included in the calculation of the pro rata share, we will request to discuss the concerns further with the District to reach agreement concerning the charges to TIA.

In addition, the District’s current calculation of the pro rata share indicates that TIA has been overcharged for its use of the RES facility in the current school year; we understand that the

**Temecula International Academy**

31530 La Serena Way

Temecula, CA 92591

Ph: (951) 816-5506 Fax: (951) 380-8588

*Mr. Scott Schaufele*

*Re: Response to Final Offer for Proposition 39 Facilities 2018-2019 School Year*

*April 17, 2018*

*Page 4*

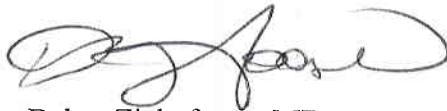
District's position is that respective counsel negotiated this amount in the prior year. However, the \$120,000 annual cost of the current base lease greatly exceeds the corrected pro rata share calculation presently available. TIA therefore proposes that the District credit the amount of this overcharge to TIA for 2018-19, or make additional space available to TIA in 2018-19 to resolve this matter (as described above). Given that TIA will have to hire an additional administrative staff person to provide supervision as a result of the allocation of non-contiguous facilities, the school is incurring substantial additional costs related to its facilities this year, and thus seeking this offset is necessary.

\* \* \*

TIA looks forward to working with the District to finalize the Facilities Use Agreement, and to resolve any remaining details. We look forward to the opportunity to negotiate the final agreement.

TIA thanks the District in advance for its collaborative approach; please do not hesitate to contact me directly if you have any questions.

Sincerely,



Debra Zickafoose, MD  
President, Board of Directors  
Temecula International Academy

**Temecula International Academy**

31530 La Serena Way

Temecula, CA 92591

Ph: (951) 816-5506 Fax: (951) 380-8588