



REGULAR MEETING AGENDA

February 11, 2025

4:00 p.m.

27740 Jefferson Ave.

Temecula, CA

92590

1. Call to Order
2. Action: Approval of Agenda - Led by Chair
3. Action: Approval of Minutes from June 11, 2024 - Led by Chair
4. Activity: Public Comments
5. Information: Superintendent's Report - Led by Kathleen Hermsmeyer
6. Information: Financial Update February 2025 - Led by Tanya Rogers
7. Information: Conflict of Interest Form 700 - Led by Natali South
8. Action: Approval of Contract with Pechanga - Summer Staff Development/Ignite! Conference - Led by Amy Podratz
9. Action: Approval of Updated Memorandum of Understanding between SCS and Charters - Led by Tanya Rogers
10. Action: Approve the updated Memorandum of Understanding (MOU) of shared services between Springs Charter School, Inc. and the Charters within the Springs Network - Led by Tanya Rogers
11. Board Comments and Future Agenda Items - Led by Chair
12. Action: Adjournment



REGULAR MEETING MINUTES

June 11, 2024

4:00 p.m.

Navigator Conference Room

27740 Jefferson Ave.

Temecula, CA 92590

Present:

Board:

Tim Trainor, Board Chair
Teasa Phalen, Vice Chair
Pamela Ellard, Secretary
Cathy Hanson, Board Director
Marla Martindale, Board Director

Staff:

Kathleen Hermsmeyer, Superintendent
Tanya Rogers, Asst. Superintendent, Business
Natali South, Senior Director of Charter Relations
Renee Albright, Charter Relations Coordinator

1. Call to Order

- Mr. Trainor called the meeting to order at 4:01 p.m.

2. Action: Approval of Agenda

- Ms. Martindale moved to approve the agenda.
Ms. Hanson seconded.
Vote: 5 Ayes: Ellard, Hanson, Martindale, Phalen, Trainor; 0 Noes; 0 Absent; Motion Adopted.

3. Action: Approval of Minutes from May 22, 2024

- Ms. Hanson moved to approve the Minutes from May 22, 2024.
Ms. Ellard seconded.
Vote: 4 Ayes: Ellard, Hanson, Phalen, Trainor; 1 Abstention: Martindale; 0 Noes; 0 Absent; Motion Adopted.

4. Activity: Public Comment

- None

5. Information: Board Interviews for Empire Springs

- Chuck Vela

6. Action: Approval of Appointment of Board Members

- Ms. Phalen moved to appoint Chuck Vela for a renewable 3-year term as an Empire Springs board member. His term commences July 1, 2024 and concludes on June 30, 2027.
- Ms. Hanson seconded.
- Vote: 4 Ayes: Hanson, Martindale, Phalen, Trainor; 1 Abstention: Ellard; 0 Noes; 0 Absent; Motion Adopted.

7. Information: Superintendent's Report

- Dr. Hermsmeyer reviewed the Superintendent's Report and provided network-wide updates. She shared information about assessment, graduation and our upcoming Ignite! conference. Additionally, Dr. Hermsmeyer addressed measures being taken regarding students' use of AI in their work and testing.

8. Information: Financial Update 2023-24

- Tanya Rogers provided a recap of Springs Inc.'s income and liabilities for the 23-24 school year.

9. Action: Approval of 2024-25 Budget

- Ms. Ellard moved to approve the 2024-25 Budget.
- Ms. Phalen seconded.
- Discussion: Tanya Rogers reviewed the proposed budget for 2024-25. In addition, she shared information about the plans for the Tennessee charter to repay the loan from Springs Inc.
- Vote: 5 Ayes: Ellard, Hanson, Martindale, Phalen, Trainor; 0 Noes; 0 Absent; Motion Adopted.

10. Action: Approval of 2024-25 Board Calendar

- Ms. Ellard moved to approve the 2024-25 Board Calendar.
- Ms. Martindale seconded.
- Discussion: Natali South presented the calendar for next year's Springs Inc. meetings.
- Vote: 5 Ayes: Ellard, Hanson, Martindale, Phalen, Trainor; 0 Noes; 0 Absent; Motion Adopted.

11. Information: Board Comments

- Ms. Hanson: This was a really great meeting today. I feel very informed.
- Ms. Martindale: I apologize for missing the last meeting. I am struggling with health issues.

12. Action: Adjournment

- Mr. Trainor moved to adjourn the meeting at 5:36 p.m.
- Ms. Hanson seconded.
- Vote: 5 Ayes: Ellard, Hanson, Martindale, Phalen, Trainor; 0 Noes; 0 Absent; Motion Adopted.

Pamela Ellard, Secretary

Date



INFORMATION: Report from the Superintendent

RECOMMENDATION:

Information item only; no action required.

BACKGROUND/CURRENT CONSIDERATIONS:

Updates:

25th Year Birthday Celebration

I am beyond thrilled to share that our Springs Charter Schools Silver Jubilee Birthday Bash has been nothing short of spectacular! The energy, joy, and community spirit we've witnessed over the past few days have been a testament to the incredible impact Springs has had over the last 25 years. From the jubilant performances of our students showcasing their Jubilee Dances to the heartwarming moments shared during our Let Us Grow sing-a-long adventures, this celebration has genuinely embodied our mission of fostering a vibrant and personalized learning community. Seeing our students, staff, and families come together—whether in Time Capsule Ceremonies, the Silver-Themed Dress-Up Days, or the unforgettable Birthday Bash Barbecue Lunch and Dessert; we've reaffirmed that Springs is more than just a school; it's a family. As we reflect on our past and look forward to an even brighter future, I am incredibly grateful for your continued support in making this milestone a reality. Here's to the next 25 years of excellence, innovation, and community!

Data Heroes!

Springs Charter Schools was honored to be recognized by Parsec Education as the recipient of the **Data-Driven Hero Award!**

The Parsec Education Award Committee, comprising Learning Integration Specialists, Partner Engagement Managers, and Education Analysts, selected Springs Charter Schools as the winner from over 100 school systems. This recognition highlights our commitment to embracing data, even in challenging circumstances, and leveraging it to drive meaningful changes that benefit our students.

Our Assessment team has collaborated closely with Parsec to develop customized, user-friendly reports that empower our school leaders and teachers to make informed decisions and improve student outcomes.

Blended Professional Development

On January 22, 2025, Springs educators came together for a **Blended Professional Development Day**. Teachers participated in a variety of training sessions and PLC (Professional Learning Community) networking opportunities, all focused on progressing toward our network-wide goal: ensuring that every student achieves a year's growth (or more).

Highlighted sessions included:

- ELD Designated Training for EL Teachers
- TK Networking for UPK Best Practices
- enVision Math Training
- ACE Training
- High School Department Meetings
- Dedicated release time and training for new SpEd and Gen Ed teachers, featuring IEP 101 and Meeting Best Practices

This collaborative day provided educators with the tools and resources to enhance student outcomes across our network.

Supporting Our Community Beyond Springs

In January, Springs Charter Schools extended its support to the broader community by sharing the [Springs Open Classroom](#) with LA Charter Schools to assist displaced students. We are proud to provide this support and deeply grateful to our innovative staff, who quickly adapted and shifted priorities to meet this important need.

On Target!

SpringShot #2 has officially begun! This phase focuses on reflecting on the progress made toward individual and team goals. All staff members are encouraged to review their goals, update their progress, and identify actionable steps for the remainder of the year. Staff will continue working collaboratively to ensure that they stay aligned with our objectives and achieve success together!

Book Club

Springs Charter Schools is excited to announce this year's staff book club, featuring ***The Wisdom of Walt: Leadership Lessons from the Happiest Place on Earth***. This inspiring book explores Walt Disney's journey, highlighting lessons in creativity, perseverance, and storytelling that can be applied to education and leadership. The book club will consist of four virtual meetings starting on February 24, 2025, and running through March 24, 2025. We will come together to learn, connect, and grow as a community!

Finance Update

We've made it into the new calendar year, 2025! The team has completed all W-2 filings, 1099 tax filings, and all necessary tax and state filings. In addition, final adjustments and planning are underway to wrap up January and complete the 2nd Interim financial reporting. As a reminder, the 2nd Interim serves as the platform used to plan and prepare for the next fiscal year, 2025/26.

The team attended the January Governor's workshop in Orange County. The overall indicators of the Governor's proposal appear sound in relation to the county's economy. State revenues, combined with the Proposition 98 guarantee funding for schools, seem to be ahead of the 2024/25 pace. Much of this funding will come in the form of one-time funds rather than being built into the ongoing LCFF funding model.

An additional change anticipated for the 2025/26 year is the continued reduction in TK class size. This could be challenging without the guarantee of additional funding per student. Overall, the January presentation appears benign. As usual, staff will monitor the state of the budget and provide more information as we move forward.

Holidays

As a reminder, our student center locations and the Plaza are closed on the following dates:

- February 17, 2025 - Presidents Day
- February 18, 2025 - School-wide Staff Development Day

Enrollment: 11,999

School	Program Number	Program Name	Active	Prospective	Current Enrollment (Act and Pros w/ Schedules)
Combined for Programs in Multiple Charters					
	X100	Homeschool	3,617	74	3,692
		Tk-8	3,133	66	3,199
		Journey	484	8	493
	X850/x104	Venture	890	12	902
		Venture	860	11	871
		Arrow	30	1	31
	x675	Connections	670	3	674
CSCS	3100	Citrus Homeschool	384	7	391
	3100	Citrus Homeschool TK-8	172	4	176
	3100	Citrus Journey Homeschool	31	0	31
	3100	Montessori Voyage	181	3	184
	3375	Santa Ana Student Center	84	3	87
CSCS Total			468	11	479
ESCS	1100	Empire Homeschool	719	21	740
	1100	Empire Homeschool TK-8	665	20	685
	1100	Empire Journey Homeschool	53	1	54
	1104	Empire Arrow	26	1	27
	1625	Empire Connections	471	2	473
	1850	Empire Venture	805	11	816
ESCS Total			2,021	35	2,056
HSCS	2100	Harbor Homeschool	163	1	164
	2100	Harbor Homeschool TK-8	143	0	143
	2100	Harbor Journey Homeschool	20	1	21
	2104	Harbor Arrow	4	0	4
	2625	Harbor Connections	70	0	70
	2850	Harbor Venture	55	0	55
HSCS Total			292	1	293
PSCS	5100	Pacific Homeschool	111	6	117
	5100	Pacific Homeschool TK-8	111	6	117
	5600	Otay Ranch Student Center	381	2	383
PSCS Total			492	8	500
RSCS	100	River Homeschool	2,413	42	2,455

	100	River Homeschool TK-8	2,030	36	2,066
	100	River Journey Homeschool	342	6	348
	100	Adult Transition Program	21	0	21
	100	Secondary Enrollment (No ADA)	18	0	18
	103	Riverside Student Center	249	2	251
	106	iShine Student Center	449	3	452
	115	Virtual Academy	188	1	189
	135	Cherry Valley Student Center	206	5	211
	150/151	Magnolia Student Center	752	4	756
	151	Magnolia TK-8	578	3	581
	150	Magnolia 9-12	174	1	175
	174	Renaissance Valley Academy	565	11	576
	177	Hemet Quest	569	6	575
	184	Del Rio Student Center	191	2	193
	201	Palm Student Center	150	1	151
	225	Temecula Student Center	525	3	528
	226	Temecula K-8	407	3	410
	225	Temecula 9-12	118	0	118
	251	Bear River Student Center	690	0	690
	400	Corona Student Center	193	0	193
	425	Murrieta Student Center	611	4	615
		Murrieta Classical	118	1	119
		Murrieta Montessori	216	3	219
		Murrieta Montessori Middle	70	0	70
		Murrieta DaVinci	207	0	207
	951/955	FAPA	114	1	115
	955	FAPA Middle	61	1	62
	951	FAPA High School	53	0	53
	625	River Connections	129	1	131
RSCS Total			7,994	86	8,081
VSCS	4100	Vista Homeschool	13	0	13
	4100	Vista Homeschool (TK-8)	12	0	12
	4100	Vista Journey Homeschool	0	0	0
	4450	La Fuente	191	1	192
	4451	Vista Mosaic	52	3	55
VSCS Total			256	4	260
IESCS	6100	Inland Empire Homeschool	38	0	39
	6100	Inland Empire Homeschool (TK-8)	0	0	0
	6100	Inland Empire Journey Homeschool	38	0	39

	6750	Rancho Cucamonga Student Center	289	2	291
IESCS Total			327	2	330
Grand Total			11,850	147	11,999



SPRINGS CHARTER SCHOOLS
...REDEFINING SCHOOL
BOARD OF DIRECTORS MEETING
2-11-25

INFORMATION: Financial Update February 2025

RECOMMENDATION:

The following is an information item.

BACKGROUND:

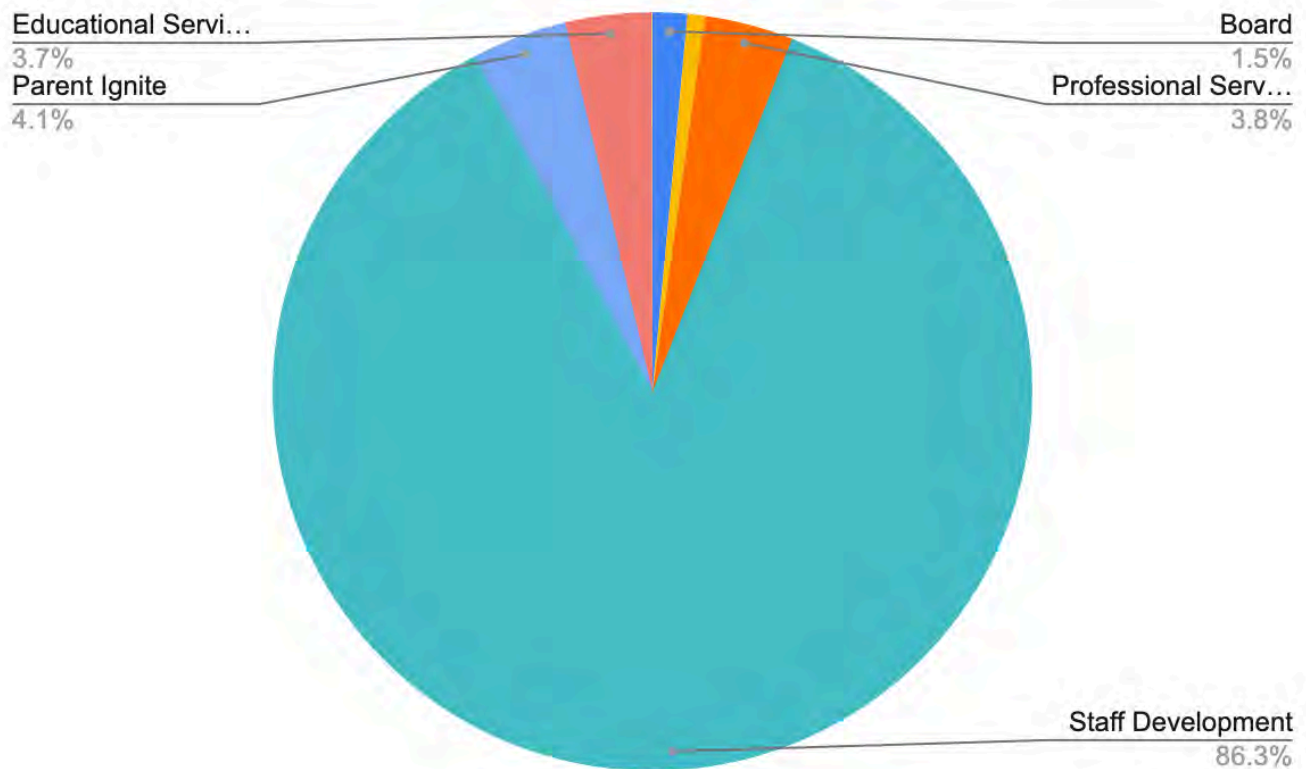
The Board is provided with an up-to-date financial summary, along with a narrative detailing the organization's financial position.

CURRENT CONSIDERATIONS:

This update is provided effective January 31, 2025

Springs Inc. is operating on an annual budget of **\$2,517,924** in revenues. This revenue contains over \$1.3M of the recoverable grant extended to SPSTN which has rolled into revenue with offsetting expenses upon collection in order to properly account for Generally Accepted Accounting Principals. While it appear the revenues have increased significantly, it merely represents the accounting treatment for the recoverable grant for SPSTN. The remaining revenues are comprised of 99% of the fees paid by each school to further the development of charters, which is defined in the by-laws, including a prepayment of one year's fees.

Expenses to date total \$613,767.76 as of January 31, 2025 and are broken out as noted below by major category:



While SCS has experienced inflation year over year, staff has been able to manage the rise in costs with reserve revenues. Looking forward, it is essential to increase the rate per ADA (SCS's main revenue stream) in order to continue to provide the main function, staff development. This is provide under a separate action item for consideration.

Springs, Inc. continues to support the expanding of charters by providing recoverable grants for out of state endeavors. In addition to Tennessee, Texas, and Georgia, staff has had the opportunity to consider the options of extending our model to the state of New Jersey.

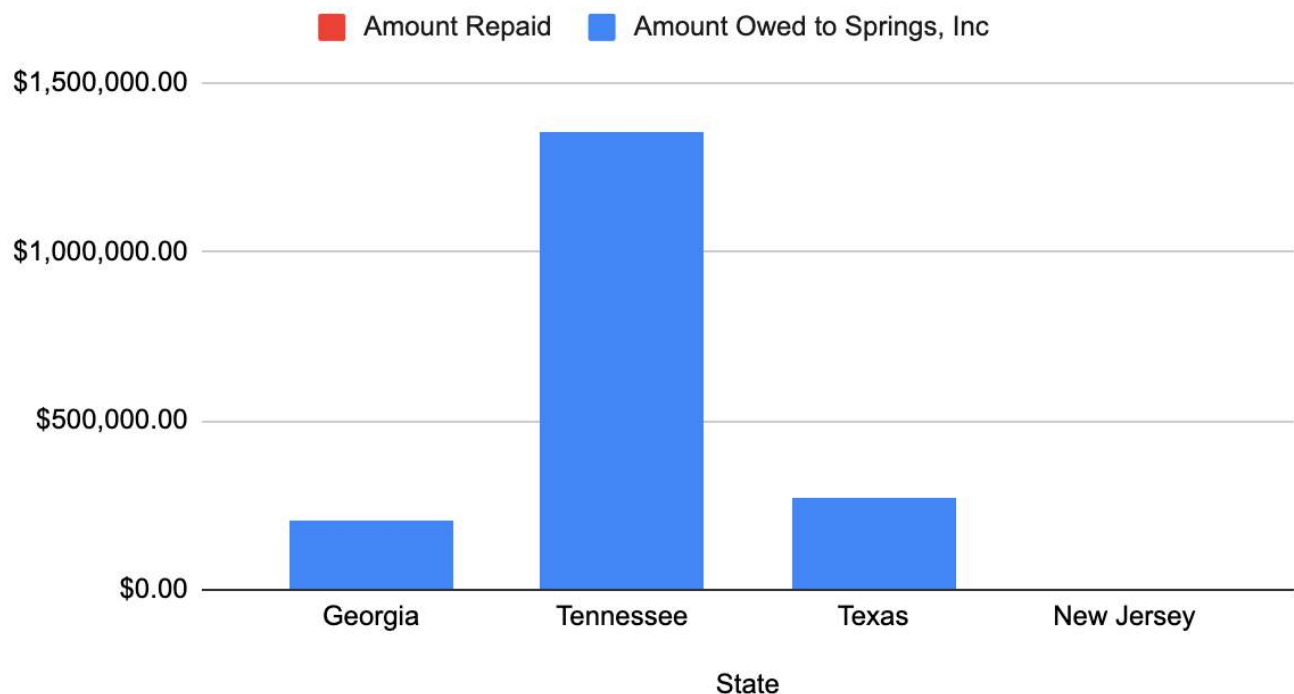
To date, Springs, inc. has extended \$1,828,484.99 in recoverable grants as indicated below:

State	Amount Owed to Springs, Inc	Amount Repaid	Remaining Owed
Georgia	\$205,205.09	\$0.00	\$205,205.09
Tennessee	\$1,353,780.61	\$0.00	\$1,353,780.61
Texas	\$269,499.29	\$0.00	\$269,499.29
New Jersey	\$190.00	\$0.00	\$190.00
Total	\$1,828,484.99		

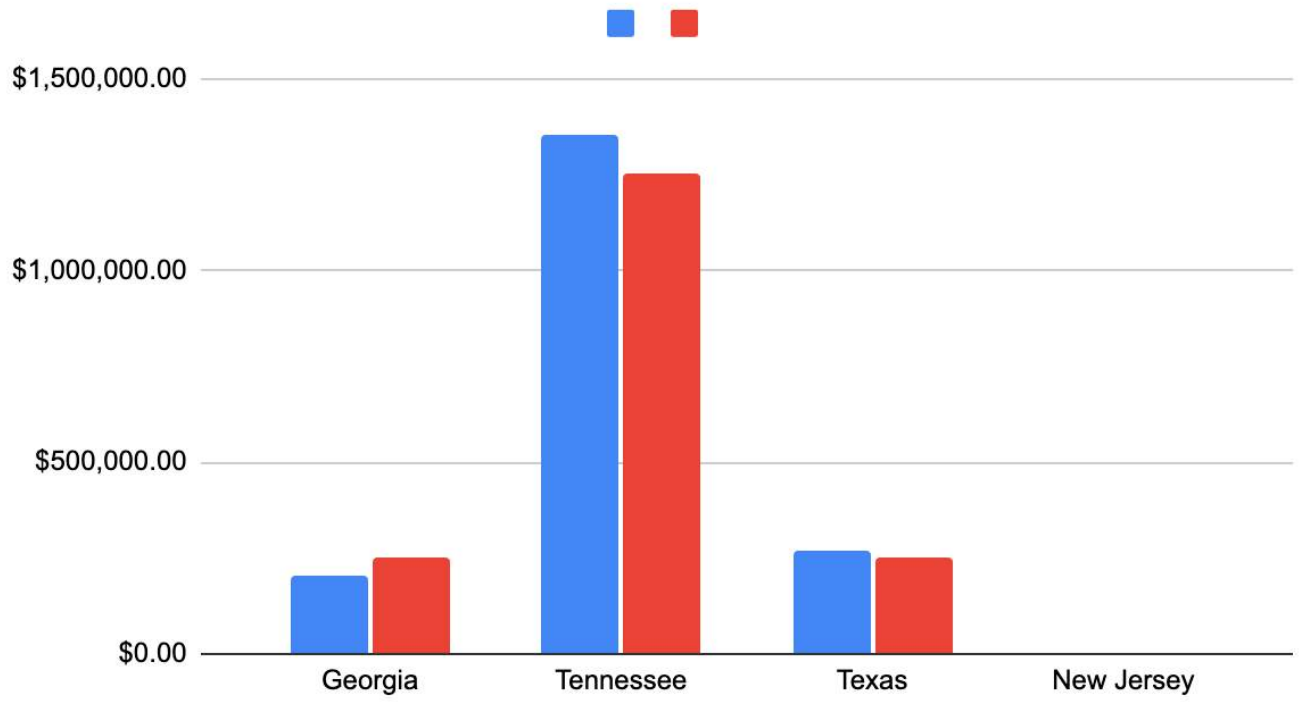
A detailed repayment plan has been presented to SPSTN with options of monthly, quarterly or annual payment, along with annualized interest. To date, SCS has not received any payments, however, staff is working closely with SPSTN and the back office company to begin repayments regularly within the next two months. Future financial updates will reflect exact repayment.

Additional recoverable grant information is reflected with percent owed compared to amounts repaid, as well as percentage of amount borrowed.

Amount Owed to Springs, Inc and Amount Repaid



Out of State Grant Recovery Status



Springs Charter Schools, Inc.

Balance Sheet Detail

As of January 31, 2025

DATE	NUM	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
ASSETS							
		JPMorgan Chase Deposits 8202				\$5,323.30	
		JPMorgan Chase Payables 8186				\$21,866.88	
		Pacific Western Bank				\$ -20,911.03	
		Accounts Receivable				\$1,550,140.37	
		GEORGIA				\$205,205.09	
		NEW JERSEY				\$190.00	
		Reimb Clearing Acct				\$838.82	
		SPS TN Empower Academy				\$55,469.37	
		TENNESSEE				\$1,353,780.61	
		TEXAS				\$269,499.29	
		Undeposited Funds				\$0.00	
TOTAL ASSETS						\$3,441,402.70	\$3,470,670.66
LIABILITIES AND EQUITY							
		Liabilities				\$ -70,044.52	\$15,209.64
		Equity				\$3,455,461.02	\$3,455,461.02
Total Liabilities and Equity						\$3,385,416.50	\$3,470,670.66

Springs Charter Schools, Inc.

Profit and Loss

July 2024 - January 2025

	TOTAL
Income	
Other Types of Income	
Interest Income	3,130.58
Total Other Types of Income	3,130.58
Pechanga Accommodations	7,712.00
Pechanga T-Shirts	4,951.83
Services	2,502,129.92
Total Income	\$2,517,924.33
GROSS PROFIT	\$2,517,924.33
Expenses	
Bank Fee	2,449.55
Board	
Gifts	451.31
Speakers & Presenters	3,500.00
Spring Boards Stipends	5,000.00
Springs Board Conferences	79.20
Total Board	9,030.51
Business Expenses	
Software	237.00
Total Business Expenses	237.00
Employee Appreciation	
Birthday	65.69
Recognition / Gifts	2,153.25
Student Awards	1,200.00
Vendor Appreciation	1,050.00
Total Employee Appreciation	4,468.94
ESP Services	14,773.75
Board Work	831.29
Education	1,462.50
IT	5,390.00
Total ESP Services	22,457.54
Professional Services	
Auditor/ Taxes	7,155.72
Bookkeeper	8,718.75
Insurance	7,351.00
Total Professional Services	23,225.47
Staff Development	
High School Ignite	7,528.05
Ignite Staff Shirts	3,858.58
Parent Ignite	24,895.60
PLC's/Data Days/PL Retreat	3,400.00

Springs Charter Schools, Inc.

Profit and Loss

July 2024 - January 2025

	TOTAL
Staff Ignite Conference Pechanga	510,728.93
Staff Ignite Pechanga Exp Reimb	1,445.03
Total Staff Development	551,856.19
Stripe Fee	42.56
Total Expenses	\$613,767.76
NET OPERATING INCOME	\$1,904,156.57
NET INCOME	\$1,904,156.57



SPRINGS CHARTER SCHOOLS, INC.

...REDEFINING SCHOOL

BOARD OF DIRECTORS MEETING

02/11/25

Select only one:

ACTION ITEM

INFORMATION ITEM

**Completion of Statement of Conflict Interest
Form 700**

RECOMMENDATION:

Complete the annually required Conflict of Interest Form 700.*

BACKGROUND:

Please refer to Springs Charter School's Conflict of Interest Code (Policy 7003.1). Board members and other specific individuals affiliated with a school are required to disclose certain financial interests according to the disclosure categories assigned to that position in their agency's conflict of interest code (Exhibit B of the Code).

CURRENT CONSIDERATIONS:

Members of the Springs Charter School Governing Board hold designated positions per the charter school's Conflict of Interest Code, and are therefore required to complete Form 700 by April 1st of each year, disclosing financial interests in all categories defined in Exhibit B of the Code. Form 700 is signed under penalty of perjury and becomes a public document once filed.

* Additional schedules, forms, and information can be found [here](#).

FINANCIAL IMPACT:

Not applicable



SPRINGS CHARTER SCHOOLS, INC.

...REDEFINING SCHOOL

BOARD OF DIRECTORS MEETING

Date: 02/11/2025

Select only one:

ACTION ITEM

INFORMATION ITEM

Approval: Contract with Pechanga -

Summer Staff Development/Ignite! Conference

RECOMMENDATION:

It is recommended that the Board approve the attached contract between Springs Charter Schools, Inc. and Pechanga Resort and Casino.

BACKGROUND:

Each year Springs, Inc. hosts the Ignite! event at the Pechanga Resort and Casino for a two-day staff development and kick-off event, board appreciation dinner, and staff networking activities.

CURRENT CONSIDERATIONS:

Tuesday evening will be the Board Appreciation Dinner.

Wednesday will be an all-day staff development event with staff all together in one room for the entire day.

Thursday will be a staff development for the large groups only: teachers, ESs, Special Education, and ACES, and some administrative departments.

FINANCIAL IMPACT:

Function spaces, food and beverage, and all other costs remain the same as 2023-2024.

Rooms per night increased from \$160 in 2023-2024 to \$200 in 2024-2025.

Expenditures have been placed in the approved 2024-2025 budget which was approved in June.



December 18, 2024

LETTER OF AGREEMENT

Springs Charter Schools
Springs IGNITE Conference 2025
27740 Jefferson Avenue
Temecula CA. 92590

CLIENT NAME: Tanya Rogers
TITLE: Assistant Superintendent of Business Services
PHONE #: (951) 252-8812
E-MAIL: tanya.rogers@springscs.org

HOTEL SALES CONTACT: Lissette Kerby
TITLE: National Sales Manager
PHONE #: 951-770-8603
SALES FAX #: (951) 770-2419
E-MAIL: lkerby@pechanga.com

RESERVATIONS #: 888-732-4264
CONFERENCE SERVICES #: 951-770-8551
CONFERENCE SERVICES FAX #: 951-770-8565
HOTEL MAIN LINE #: 877-711-2946

This Agreement is made and entered into as of December 18, 2024, by and between Pechanga Resort Casino, as manager of the resort commonly known as Pechanga Resort Casino (“Resort”), and Springs Charter Schools (“Client”, or “Group”).

Monday, August 4, 2025 to Sunday, August 10, 2025

Anticipated Number of Total Room Nights: 1010

MEETING DATES AND GUEST ROOM BLOCK

		Mon 08/04/2025		Tue 08/05/2025		Wed 08/06/2025		Thu 08/07/2025	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House	Single	30	\$199.00	375	\$199.00	550	\$199.00	55	\$199.00
	Double	0	\$199.00	0	\$199.00	0	\$199.00	0	\$199.00
	Triple	0	\$229.00	0	\$229.00	0	\$229.00	0	\$229.00
	Quad	0	\$259.00	0	\$259.00	0	\$259.00	0	\$259.00

The guest room block and function space outlined in this Agreement are currently being held on a tentative, first option basis until **Friday, January 10, 2025**. This Agreement will be placed on a definite basis and will be binding between Resort and Client upon signature by both parties. If a commitment cannot be made prior to **Friday, January 10, 2025**, the Agreement will revert to a right of first refusal, and Resort and Client will discuss the anticipated Agreement acceptance date. Should another client be interested in the same dates before a signed agreement is executed and during the right of first refusal time period, Client will have 72 hours (3 business days) to finalize the Agreement.

Approved by Client _____ Hotel _____

COMMISSIONS

The above rates are non-commissionable, also referred to as "net."

MISCODED ROOMS

Upon request, Resort will compare its in-house guest list with Group's registration list. Any guest room occupied by an individual on Group's registration list but not coded to Group will be credited to Group's pick-up and any concessions tied to total group pick-up. Where rates are commissionable, a miscoded room will be commissioned to except when the payment of such commission will cause the net rate of the room (room rate less commission) to become less than the net rate provided for in this Agreement or when the reservation is already commissionable through another travel agency.

COMPLIMENTARY ROOMS

One complimentary guest room will be provided for every 50 guest rooms used and paid for on a cumulative basis. Complimentary or discounted staff rooms will not be calculated in this equation. The number of complimentary rooms due will be computed by adding together the total number of paid room night units actualized by Group over the entire event dates (including early arrival/late departure event rooms) and dividing by 50. The complimentary guest room allotment will be in the form of a credit to the Master Account based upon the net single/double group room rate, exclusive of any tax, service, or other charges.

TAXES

All rooms will be taxed at the applicable occupancy tax rate at the time of check-in (currently 12.0%). Food and beverage and all other purchases are subject to the applicable sales tax at time of purchase (currently 9.0%). Meeting room rental is currently not taxable. Food and beverage gratuities/service charges are currently not taxable.

All taxes are subject to change. The Hotel Convention Services Manager for Resort will notify Group of any changes in applicable taxes.

PORTERAGE/HOUSEKEEPING FEES:

The Resort baggage handling fee is \$7.00 per person each way. The Resort housekeeping fee is \$3.00 per room. These charges will be applicable to Group and will be added to the Master Account unless you indicate otherwise below. Resort baggage handling/housekeeping fees are not included in the Group Room Rate. Fees are subject to change.

Check if applicable:

x Client desires for Porterage/Housekeeping fees to be posted to the Individual Folio, at guest's discretion instead of the Master Account.

CHECK IN/CHECK OUT

Resort check-in time is 4 p.m. Guests arriving before 4 p.m. will be assigned rooms as they become available. Check-out time is 11 a.m. Baggage storage is available for guests arriving before check in time on arrival day or attending functions after the check-out time on departure day.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a guest room within Group's guest room block checks out prior to the guest's reserved checkout date, an early departure fee of one night's stay at Group rate will be charged to that guest's individual account. Guests wishing to avoid this fee must advise Resort at or before check-in of any change in the scheduled length of stay. Resort will inform Group members of this fee upon check-in. Resort will deduct any early departure fees that are collected by Resort from any amount Group may owe as guest room attrition.

EXTENSION OF RATES PRE AND POST EVENT

Group rates will only be available during the event. Prevailing rates will apply prior to or subsequent to the event.

AGENDA

Based on Client's requirements, Resort has reserved meeting and function space as shown on the following schedule at the rates indicated, if rental is applicable:

FUNCTION SPACE

Date	Time	Name	Room	Setup	AGR	Rental
Tue, 08/05/25	7:00 AM - 3:00 PM	Nursing Room	Green Room C	Existing	2	
Tue, 08/05/25	8:00 AM - 4:00 PM	Meeting	Cottonwood	Crescent Rounds	70	
Tue, 08/05/25	8:00 AM - 10:00 PM	Registration Set-up	Registration A & B	Existing	10	
Tue, 08/05/25	9:00 AM - 4:00 PM	General Session - Setup (Stuff Attendee Bags)	Summit Ballroom	Rounds of 8	1500	
Tue, 08/05/25	5:00 PM - 6:00 PM	Board Reception	Grand Ballroom East	Cocktail Rounds	175	
Tue, 08/05/25	5:00 PM - 9:00 PM	Host Bar/Cash Bar	Grand Ballroom East	Rounds of 10	175	
Tue, 08/05/25	6:00 PM - 8:00 PM	Board Dinner Buffet	Grand Ballroom East	Rounds of 10	175	
Wed, 08/06/25	7:30 AM - 9:00 AM	Healthy Start Breakfast	Summit Foyer ABC	Buffet	1000	
Wed, 08/06/25	8:00 AM - 8:30 AM	Kitchen Tour with Chef Matthew	Unassigned	Empty Room	10	
Wed, 08/06/25	8:00 AM - 5:00 PM	Registration Desk	Registration A & B	Existing	10	
Wed, 08/06/25	8:30 AM - 4:30 PM	General Session	Summit Ballroom	See Diagram	1000	\$1000
Wed, 08/06/25	10:00 AM - 5:00 PM	Vendor Exhibit	Grand Ballroom Foyer	8'x30' Table Tops	16	
Wed, 08/06/25	10:40 AM - 11:00 AM	AM Break	Summit Foyer ABC	Existing	900	
Wed, 08/06/25	12:15 PM - 1:15 PM	Lunch Buffet	Summit Foyer ABC	Buffet	900	
Wed, 08/06/25	2:35 PM - 2:55 PM	PM Break	Summit Foyer ABC	Existing		
Wed, 08/06/25	7:00 PM - 11:00 PM	Karaoke	Grand Ballroom West	Cocktail Rounds	400	
Thu, 08/07/25	6:00 AM - 8:00 PM	Nursing Room	Green Room C	Existing	10	
Thu, 08/07/25	7:00 AM - 10:00 PM	Registration Desk	Registration A & B	Existing	10	
Thu, 08/07/25	8:00 AM - 9:00 AM	Healthy Breakfast	Summit Foyer A&B	Buffet	1000	
Thu, 08/07/25	8:00 AM - 4:00 PM	Meeting	Cottonwood	Crescent Rounds	70	
Thu, 08/07/25	8:00 AM - 4:00 PM	Meeting - Venture Online	Manzanita	Hollow Square	30	
Thu, 08/07/25	9:00 AM - 5:00 PM	General Session	Summit Ballroom	See Diagram	1000	\$1000
Thu, 08/07/25	10:45 AM - 12:15 PM	1st-2nd Grades	Grand Ballroom East	Rounds of 10	200	
Thu, 08/07/25	10:45 AM - 12:15 PM	7th-8th Grades	Grand Ballroom West	Rounds of 10	240	
Thu, 08/07/25	10:45 AM - 12:15 PM	Student Services #1	White Sage	Crescent Rounds	40	\$200
Thu, 08/07/25	10:45 AM - 12:15 PM	Student services #43	Red-Tailed Hawk	Crescent Rounds	40	\$200
Thu, 08/07/25	10:45 AM - 12:15 PM	TK-K Grade Levels	Elderberry	Rounds of 10	50	\$200
Thu, 08/07/25	12:15 PM - 1:15 PM	Grab & Go Box Lunch	Summit Foyer A&B	Buffet	1000	
Thu, 08/07/25	1:15 PM - 2:45 PM	1st-2nd Grades	Grand Ballroom East	Rounds of 10	240	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	7th-8th Grades	Grand Ballroom West	Rounds of 10	220	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	9th-12th Grade Electives	Deer	Crescent Rounds	30	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	9th-12th Grade Math Department	Bear	Crescent Rounds	30	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	9th-12th Grade Social Science Department	Sumac	Crescent Rounds	20	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	9th-12th Science Department	Tule	Crescent Rounds	20	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	Connections Academy	Roadrunner	Crescent Rounds	25	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	Grade English Department	Fox	Crescent Rounds	30	\$200
Thu, 08/07/25	1:15 PM - 2:45 PM	Student Services #1	White Sage	Crescent Rounds	40	
Thu, 08/07/25	1:15 PM - 2:45 PM	Student Services #3	Red-Tailed Hawk	Crescent Rounds	40	
Thu, 08/07/25	1:15 PM - 2:45 PM	TK-K Grade Levels	Elderberry	Rounds of 10	40	

Any meeting room rental/set-up fees required due to extraordinary set-ups are noted in the Agenda section of this Agreement along with the names of any specific function rooms required for these extraordinary set-ups. Specific function locations for such extraordinary set-ups (identified by an asterisk next to the function room name) are being confirmed at this time.

Unless otherwise noted in the Agenda section, based on Group's event and anticipated guest room usage, meeting and function space will be provided on a complimentary basis. Should there be any major changes/increases in function space requirements prior to the event that are not proportionate to Group room block, associated rental fees will be determined between Resort and Group on behalf of Group, confirmed in writing, and signed by both parties via a revised Agenda. Should function space rental fees be charged, taxes on rental fees are outlined in the Taxes section of this Agreement.

Actual function room names will be provided and guaranteed 60 days prior to event operation. Should Group's participant count or function requirements change after firm meeting/function room locations have been provided, no changes will be made until mutually agreed upon by Resort and Group, and such agreement will not be unreasonably withheld by either party.

TARGETED SPEND FOR FOOD AND BEVERAGE

The targeted Food and Beverage spend associated with this event is **\$85,000** ("F&B Revenue"), excluding service charge/gratuity and tax. The targeted F&B Revenue amount is based on the functions listed in the event Agenda. "F&B Revenue" is defined as the total amount of spend from catered functions and off-site catering charged to Group Master Account.

Table Tops / Exhibits (If applicable)

EXHIBITS with pipe & drape (includes one 6ft. draped linen table, two chairs, and one wastebasket)

- Pipe & Drape 8' x 8' is at \$100.00
- Pipe & Drape 8' x 10' is at \$110.00
- Pipe & Drape 10' x 10' is at \$130.00
- Pipe & Drape 10' x 20 is at \$140
- Pipe & Drape 20 x 20 is at \$150

Table Tops

Draped linen table 6 ft or 8 ft tables, two chairs, and one wastebasket = \$30.00 (does not include pipe and drape)

Additional pipe & drape are priced at \$15 per liner foot.

Signs (Name Plates): \$25 per sign

All prices are subject to 21% gratuity.

- Please note the prices above do not include electrical services
- Exhibitors must ship their materials through a drayage company

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage served on Resort property must be supplied and prepared by Resort. No food or beverages may be brought onto Resort property by Client for service at this event.

USE OF FUNCTION SPACE

Resort understands the importance of Group's ability to use the function space in conjunction with this event without significant outside noise or other distractions. If such problems occur, Resort, upon notification by Client, will immediately take reasonable steps within Resort's reasonable control to prevent such noise or other distractions from continuing.

To protect the safety and security of all Resort guests and property, Group agrees it will not use any items in the function space that create any amplified noise; any smell, odor, scent, or fragrance; or any visual effect (other than decorations) without advance notification and written approval by Resort. Prohibited items include but are not limited to any firearms, fireworks (including cold spark machines), and incendiary devices used indoors. Examples of items that require advance approval include but are not limited to smoke or fog machines, dry ice, confetti cannons, candles, incense, and any other item that emits or generates a smell or scent of any type. Group will obtain any required Fire Marshall or other safety approvals and agrees to pay any expenses incurred by Resort as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs. Group shall contact Resort at least fourteen (14) days in advance of event if any planned activities may reasonably be expected to require a Pechanga Fire Department operational permit or pyrotechnic special effects permit.

Activation of Resort fire alarms is a very serious matter and could foreseeably result in serious injury to guests, patrons, or Resort team members, as well as damage the fire detection and suppression system. As a result, the parties understand and agree that if an unpermitted or unapproved device is used and triggers a Fire Alarm Detection Device, the person(s) who used the unpermitted or unapproved device will

be escorted from Resort property by the Pechanga Department of Public Safety and, at the discretion of the Pechanga Department of Public Safety Watch Commander, banned from Resort property. Notwithstanding whether such person(s) belong to Group, in no case shall such person(s) be entitled to a refund of any costs from Resort.

OUTSIDE CONTRACTORS

Should Client elect to utilize outside contractors or subcontractors on Resort premises during its event, Client must notify Resort of its intention to use such providers at least thirty (30) days in advance of its event or within five (5) business days after Client's execution of this Agreement if executed less than thirty (30) days before event.

Outside contractors/vendors include, but are not limited to, the following:

- Destination Management Company (when services are rendered on Resort property; excludes transportation);
- Audiovisual Services;
- Decorators; and
- Florists.

All outside contractors must sign a hold harmless, indemnification, and insurance agreement in the form currently in use at Resort for similar outside contractors and provide proof of insurance in amounts acceptable to Resort (amounts and types of insurance may be changed or increased in Resort's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Resort premises.

SPECIAL CONSIDERATIONS

Resort extends the following special considerations for Group based on fulfillment of your room block usage as set forth above:

- One (1) comp for every Fifty (50) on a cumulative basis.
- Ten (10) Complimentary upgrades to a Suite at the group rate
- Ten (10) Complimentary welcome amenities
- Complimentary health club
- Complimentary Wi-Fi in all guest rooms
- Complimentary credit card and toll-free calls from guestrooms
- No resort fee

METHOD OF RESERVATIONS/RESERVATIONS-DUE DATE/ROOM BLOCK GUARANTEE INDIVIDUAL RESERVATIONS – BOOKED ONLINE WITH GROUP CODE

It is our understanding that reservations will be made through the internet at www.pechanga.com. In order to receive the Group rate, callers must identify their affiliation with the Group using the name. The reserved block of rooms will be held until the cut-off date, which is 30 days before arrival.

Reservation requests after the cut-off date will be accepted at the Group rates set forth above on a last room in category availability basis.

MASTER ACCOUNT CHARGES

It is understood that Client will coordinate payment of all Master Account charges. However, Client understands and agrees it is liable for payment of all costs and expenses.

A Master Account will be set up for Client covering its charges (the "Master Account"). The Master Account must be paid in accordance with the deposit/payment schedule set forth in the Deposit Schedule section of this Agreement.

ROOM AND TAX AND GROUP CHARGES TO MASTER ACCOUNT

Client will be responsible for room and tax charges incurred by its attendees as well as all Group food and beverage charges and other authorized charges approved to be posted to the Master Account, including any cancellation and attrition fees.

Individual attendees will be responsible for their incidental charges upon check-out.

DEPOSIT AND PAYMENT SCHEDULE

Client shall adhere to the Deposit and Payment Schedule provided in the chart below:

Minimum F&B \$85,000++
Guestrooms Revenue: \$200,990 plus 12%
Total Estimate (does not include taxes nor gratuity): \$285,000

Transaction Type	Charge Type	Date	Amount
Charge	Initial Deposit	01/03/2025	\$50,000
Charge	Additional Deposit	04/04/2025	\$145,000
Charge	Final Deposit	06/30/2025	\$90,000
Balance Due			\$285,000

**GROUP MASTER ACCOUNT DEPOSIT
ROOM AND TAX, GROUP F&B, AND OTHER GROUP CHARGES TO MASTER ACCOUNT;
INCIDENTALS PAID BY INDIVIDUALS**

The Deposit and Payment Schedule provided above is calculated based on the Group room block. 100% of full event net room revenue, plus room tax, shall be due thirty (30) days prior to Group arrival.

On July 11, 2025 Client will have the opportunity to guarantee rooms not yet reserved in the room block. If Client chooses to guarantee rooms thirty (30) days prior to arrival, Client shall pay a deposit equal to 100% of full event net room revenue for the guaranteed portion of the room block. This deposit will exclude any rooms reserved for which individual attendee deposit and credit card information has been provided.

**GROUP F&B AND OTHER GROUP CHARGES TO MASTER ACCOUNT; ROOM, TAX, AND
INCIDENTALS PAID BY INDIVIDUALS**

The Deposit and Payment Schedule provided above is calculated based on Group functions and other approved Master Account charges in place as of thirty (30) days prior to arrival.

Thirty (30) days prior to arrival Friday, July 11, 2025, Client will have the opportunity to guarantee rooms not yet reserved in the room block. If Client chooses to guarantee rooms thirty (30) days prior to arrival and rooms guaranteed by the Client are not utilized by individual attendees, Client will be responsible for all rooms guaranteed, less any allowable attrition as well as credit for rooms resold by Resort pursuant to the Attrition clause.

INDIVIDUAL ATTENDEE ROOM DEPOSIT

FOR ROOMING LIST RESERVATIONS MADE BY CLIENT; INDIVIDUALS PAY OWN CHARGES

As part of the rooming list information collected by Client and its attendees, Client will obtain credit card information, which will be submitted to Resort via a secure reporting site. Client will submit the rooming list with this information no less than thirty (30) days prior to arrival.

MASTER ACCOUNT PAYMENT SCHEDULE

CREDIT CARD BILLING

If a Client will be making payments with a Corporate Credit Card, this will be discussed at time of event booking. Subject to the terms and conditions of this Agreement, Resort will accept Credit Card Payments from Client for all transactions. Resort accepts American Express, Diners Club International, Discover Card, JCB International, MasterCard, VISA, or any "Card" for which Resort provides Card processing.

Unless Client specific payment terms using a Credit Card have been pre-established and agreed upon by Resort and Client, the Credit Card must be provided to Resort no later than the first day of the event, and 80% of Master Account charges will be charged at departure. The remaining 20% will be charged 30 days after receipt of an accurate final invoice during which time reconciliation of event charges will take place. Any amounts not paid according to this schedule will accrue interest at the rate of 1 ½% per month.

ATTRITION AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Agreement will generate revenue for Resort by a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other Resort amenities) that will be incurred by individual guests and by Group. If Group does not fulfill all of its commitments or cancels in its entirety this Agreement, Resort will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages as set forth in the formulas herein and have been specifically agreed upon by the parties as a reasonable estimate of Resort's losses and do not constitute a penalty of any kind.

GUEST ROOM ATTRITION CLAUSE

FOR GROUPS WHOSE ROOM/TAX CHARGES GO TO MASTER ACCOUNT

From time of Agreement finalization (Agreement signed by both parties) to thirty (30) days prior to main group arrival Monday, August 4, 2025, up to 20% of rooms held at contract signing may be cancelled without an attrition fee. If greater than 20% of rooms are cancelled, Client shall pay for all unused rooms in excess of 20%. The cost to Client shall be calculated as the confirmed average rate for Client's committed room block, plus tax, minus credit for the number of rooms resold by Resort. Client shall pay the calculated cost for each night where cancellations in excess of 20% are made.

Individual reservation cancellations or "no shows" in excess of allowable attrition as a result of an illness, death or similar emergency involving the attendee will be reviewed by Resort and Client, and Resort may waive charges on a case-by-case basis.

Requests to reduce the room block must be made via e-mail and acknowledged/confirmed by Resort.

FULL GROUP CANCELLATION POLICY – ROOMS CANCELLATION POLICY

From time of Agreement finalization (Agreement signed by both parties) until 181 days prior to main group arrival Monday, August 4, 2025, 50% of full net room revenue will be charged as a fee against full cancellation of event, minus credit for the number of rooms resold by Resort.

From 180 days prior to main group arrival to 61 days prior to main group arrival Monday, August 4, 2025, 75% of full net room revenue will be charged as a fee against full cancellation of event, minus credit for the number of rooms resold by Resort.

From 60 days prior to main group arrival to 31 days prior to main group arrival Monday, August 4, 2025, 90% of full net room revenue will be charged as a fee against full cancellation of event, minus credit for the number of rooms resold by Resort.

From 30 days prior to main group arrival to main group arrival date Monday, August 4, 2025, 100% of full net room revenue will be charged as a fee against full cancellation of event, minus credit for the number of rooms resold by Resort.

Full Net (Forecasted) Revenue: \$200,990

ATTRITION/CANCELLATION POLICY TERMS AND CONDITIONS

1. Cancellation/attrition fees will be based on Group block in effect at the time of the cancellation/attrition.
2. In the case of attrition or cancellation, Resort shall make commercially reasonable efforts to resell Client's cancelled rooms. In no event may Client transfer or resell its rights under this Agreement to any third-party room reseller for purposes of reselling cancelled or unused portions of the guaranteed room block. Client understands that Resort sells its remaining inventory first before selling Client's cancelled inventory.
3. Full group cancellation fees will be due and payable by Client within fifteen (15) days after written verification of occupancy levels achieved by Resort, out of order rooms, and rooms resold over the cancelled event dates. Payment for attrition fees will be made as part of the overall group billing reconciliation and payment process. Resort agrees that after receipt of such amounts, it will not seek additional damages.
4. "Full net room revenue" is defined as full event room revenue for the entire duration of the room block minus commission if room rates are quoted as commissionable rates.
5. For purposes of computing cancellation fees for multiple Group travel events (waves), each wave will be considered separately. The number of days prior to arrival will be computed according to the main group arrival date of each group.
6. For the purposes of this Agreement, the number of rooms resold will equal the number of rooms canceled minus the number of rooms vacant on the date of the event, reviewed on a night-by-night basis.
 - a. If the number of rooms canceled less the number of vacant Resort rooms on the specific day/date of the event equals a negative number, the number of rooms resold will be deemed to be zero.

For example, 50 rooms canceled minus 60 rooms vacant results in -10 rooms; therefore, no canceled rooms were resold. Client responsible for the 50 canceled rooms.
 - b. If the number of rooms canceled less the number of vacant Resort rooms on the specific day/date of the event equals a positive number, Client will be responsible for payment of only the vacant rooms.

For example, 50 rooms canceled minus 40 rooms vacant results in 10 rooms resold; therefore, Client is responsible for the 40 vacant rooms).
 - c. In the event Resort rooms are sold out on the specific day/date of the event, all rooms will be considered resold. Once night-by-night variances have been determined after credit for rooms resold by the Resort, Client will be responsible for the cumulative unsold room nights at the appropriate fee level associated with when the attrition/cancellation occurred.

To verify rooms resold, Resort will provide a summary of actual rooms sold for each night of the contracted room block and the corresponding number of vacant rooms (excluding any 'out of order' rooms.)

GROUP FOOD & BEVERAGE – ATTRITION

The targeted Food and Beverage revenue for this event is defined and outlined in the section entitled "Group Food & Beverage" and includes all catered and off-site catered functions. Client event is required to meet or exceed this amount, less 20% percent allowable attrition. Client will be liable for the remaining amount of Food and Beverage revenue after allowable attrition (reduction) has been exercised. Any difference between the actual Food and Beverage revenue achieved and the contracted Food and Beverage Targeted spend less allowable attrition will be included on the Master Account Final Invoice.

ALTERNATE ACCOMMODATIONS/RELOCATION CLAUSE

In the unlikely scenario a “walk” situation occurs, Resort will do everything reasonably possible to ensure Client event attendees are the last possible option to be walked to alternate accommodations during the event dates. It is understood, due to the nature of Client’s business, there is a heavy reliance on the ability to house all attendees on Resort property as contracted. It is expected all appropriate Resort Executives will be involved in resolving any challenges related to a potential relocation and will maintain close contact with Client representatives to review all reasonably possible options in order to arrive at a suitable, mutually agreeable resolution.

In the scenario Resort has exercised all options reasonably possible to keep Client event attendees on Resort property, Resort is still unable to provide a guest room for a guaranteed reservation, and the room is needed by Group, Resort shall, at its own expense, provide:

1. Accommodations at a comparable hotel as close as reasonably possible at no charge to the Group/guest for all nights the guest is displaced from Resort property and rooms are not available on Resort property.
2. Complimentary round-trip ground transportation between Resort and the alternate hotel for each day the guest is displaced.
3. One five (5) minute phone call and necessary arrangements for forwarding of the displaced guest’s telephone messages and mail.
4. Offer to relocate displaced guest back to the first available guest room.
5. Once a room becomes available on Resort property for the displaced guest and the guest elects not to return to Resort property, Resort will have no further obligations under this clause.
6. Credit to Group for any guests displaced toward its guest room block pick up for purposes of this Agreement and for calculation of Group complimentary guest room credit or other concessions based on group room pick-up.

COMPLIANCE WITH LAWS

Resort and Client understand and agree that each party’s performances of any and all services performed pursuant to this Agreement shall be at each respective party’s expense and shall fully comply with all applicable tribal, federal, state, and/or local laws, rules, regulations, and ordinances that may govern or regulate such services, including, but not limited to, those pertaining to the sale, service or furnishing of alcoholic beverages.

LIMITATION OF LIABILITY

To the extent permissible by applicable law, and except for indemnified matters, neither Resort nor Client shall have liability to the other, or any other person or entity, for any indirect, incidental, special, consequential or punitive damages, even if such damages are foreseeable or if the other has been advised of the possibility of such damages.

FORCE MAJEURE

Resort shall not be liable for its failure to perform this Agreement if such failure is due to acts of God, labor problems or strikes, or other force majeure events including but not limited to war, epidemic or pandemic, natural disaster, fire, curtailment or disruption of transportation facilities, civil disorder, terrorism, or government orders interfering with performance, and responses thereto or any other extraordinary occurrence at either Resort or the participants’ home or Client’s headquarters location that are beyond the control of any of the parties making it impossible or illegal for participants to attend, or creating a significant risk to participants’ health or safety.

This Agreement may be terminated without penalty for any one of such reasons by written notice from one party to the other, in which case Client will receive all recoverable deposits made prior to the date of termination. Resort shall not be liable for delays caused by acts of God, war, government regulation (including governmental advice, quarantines and curfews), disaster, fire, curtailment or disruption of transportation facilities, civil disorder, terrorism and responses thereto or any other extraordinary occurrence making it impossible or illegal for participants to attend.

CHANGES OR ADDITIONS

No changes or additions to any term in this Agreement will be binding unless confirmed in writing and signed by both parties, except as otherwise agreed in this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement on a particular occasion, it does not thereby waive its right to enforce such term or any or all other terms of this Agreement at any other time.

ACCEPTANCE

THIS AGREEMENT SHALL BIND ALL PARTIES AFTER RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND COUNTERSIGNATURE BY AN AUTHORIZED AGENT OF PECHANGA RESORT CASINO. ALL PRIOR AGREEMENTS, VERBAL OR WRITTEN, ARE NO LONGER EFFECTIVE ONCE THIS AGREEMENT IS SIGNED BY THE PARTIES.

Accepted and Agreed to:

Group: Springs Charter Schools authorized

Hotel: Pechanga Resort Casino

By: _____
Tanya Rogers
Assistant Superintendent of Business Services

By: _____
Lissette Kerby
National Sales Manager

Date: _____

Date: _____

By: _____
Sutisa Spellman
Director of Sales and Catering

Date: _____

Pechanga Resort Casino Additional Terms and Conditions

GUESTROOM BLOCK ADJUSTMENT AND COMMITMENT:

Resort will review Group's guest room pick up on a regular basis. If Resort reasonably believes fewer rooms will be required for Client's room block, Resort may recommend an adjustment. If, at its discretion, Resort requests said adjustment, and Group agrees to the adjustment, the adjusted rooms will be removed from Group's room block and no attrition damages shall apply to said rooms. If Client disagrees with Resort's proposed adjustment, Client shall provide a written guarantee acceptable to Resort for the desired room block in order to maintain the entire room block, and all attrition provisions shall apply.

FOOD AND BEVERAGE POLICIES – NO OUTSIDE FOOD AND BEVERAGE PERMITTED:

In arranging private functions, the attendance must be specified at least 72 hours in advance. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Resort will set up for 5% over your guaranteed attendance for groups under 250 people and 3% for groups over 250 people in attendance. Functions with an anticipated attendance of fewer than 50 will be assessed a \$50.00 room setup fee, separate from room rental, breakfast, lunch, and dinner. Changes to a room set at the request of the meeting or event contact once the room has been set will be assessed a \$100.00 charge fee.

All food and beverage prices quoted are subject to current tax of 9.0% and service charge of 21%. Pechanga Resort Casino assesses a service charge on all food, beverage, Audio Visual and miscellaneous revenues. Food and beverage purchased through Resort may not be removed from the premises. All food and beverage served in the meeting and function rooms must be purchased through Resort and dispensed only by Resort servers. Provisions of Resort's liquor license prohibit patrons from providing alcoholic beverages from outside sources. If alcoholic beverages are served on Resort property (or elsewhere under the provision of the Resort's liquor license), the Resort is required to request proper identification (photo identification of anyone of questionable age) and refuse alcoholic beverage service to any person who fails to present proper identification or who appears to be intoxicated, according to the Resort's discretion, consistent with the applicable state liquor license regulations.

Food and beverage prices will be quoted, but not guaranteed, six (6) months prior to the function and will be guaranteed ninety (90) days prior to the arrival of your Group. The final attendance must be received no later than 72 business hours prior to your function. If the Resort has not received a final attendance count by the due date, the approximate number of guests as stated on the Banquet Event Order will be used as your final attendance for your event. For all functions, you will be billed at this number or the actual number of guests served, whichever is greater. Should your attendance be more than your approximated number, the Resort may be able to serve 5% over your guaranteed number for groups below 250 people and 3% for groups of more than 250 people.

Audiovisual services are available on site for your convenience. However, should you choose to bring and utilize your own audiovisual equipment at the Resort, a usage charge, assessed per outlet, will apply. Please contact us for pricing.

CHECK-IN/CHECK-OUT:

The Resort's check-out time is prior to 11:00 AM. Check-in time is 4:00 PM.

TRANSPORTATION:

The Resort is pleased to offer shuttle service to and from local airports, however, Resort shuttle services are not complimentary. Please discuss this with your Conference Service Manager by calling 951-770-8551.

SHIPPING AND STORAGE OF MATERIALS:

The Resort is unable to guarantee prompt delivery of improperly labeled packages, therefore, materials being shipped should read:

Tanya Rogers
Springs Charter Schools
08/04/2025 to 08/10/2025
C/O Pechanga Resort Casino
Attn: Lissette Kerby
45000 Pechanga Parkway
Temecula, CA 92592

Any packages/boxes being delivered are the responsibility of the individual client; including drayage. Due to limited space, the Resort cannot accept packages prior to group arrival date unless a set-up day has been previously determined by the Conference Service Manager. Due to limited space, Client shall also limit the number of boxes delivered to Resort to a maximum of seven (7). Please speak with your Conference Services Manager for details by calling 951-770-8551.

PECHANGA RESORT CASINO RESORT NAME AND LOGO:

The names and logos of Pechanga Resort Casino are exclusive property of Pechanga Resort Casino. Any unauthorized use of these names and logos is prohibited. You must submit any and all material that include the name of the Resort to the Resort and obtain written authorization before same are reproduced. The Director of Sales must be copied on all mailings that include the name of the Resort. Any use of the names and/or logos without written approval must be reprinted and mailed at Group’s expense.

INDEMNITY:

Springs Charter Schools agrees to indemnify, defend, and hold harmless Resort and Pechanga Resort Casino (collectively “Resort Parties”) and their respective officers, owners, agents, employees, affiliates, parents, general partners, insurers, predecessors, successors, and assigns from and against all loss, claims, demands, causes of action, injury, death, illness, liabilities, expenses, including reasonable attorney’s fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by Group; or (b) any omission or act taken or committed by Group or any of its employees, agents, vendors, contractor, subcontractors, exhibitors, guests, or attendees. Resort shall have the right to employ its own counsel and to assume its own defense in connection with this indemnification, but the reasonable fees and expenses of such counsel shall be borne by you and shall be paid when due.

For the purpose of these indemnities, the activities of Group and its agents, subcontractors, vendors, or employees on or about Resort property shall be deemed to relate to Group’s activities pursuant to this Agreement whether or not such activities are within the scope of their agency or employment or the event.

The Resort agrees to indemnify, defend, and hold harmless Springs Charter Schools and its owners, officers, agents, employees, affiliates, partners, general partners, predecessors, successors, and assigns from and against all loss, claims, demands, or causes of action, liabilities, expenses, including reasonable attorney’s fees and costs arising from any claim arising out of or resulting from (a) the breach of this Agreement by the Resort or (b) any omission or act by the Resort if the loss, injury, claim, demand, damage, death, or illness resulting there from is caused by or arises solely out of the Resort Parties’ sole gross negligence.

AMERICANS WITH DISABILITIES ACT

Resort complies with the public accommodations requirements of the Americans with Disabilities Act (“ADA”). Any costs for auxiliary aids specifically needed within the meeting space for event needs requested by Client shall be borne by Client.

Client shall be responsible for its own compliance with, and ensuring that the event complies with, the following public accommodations requirements of ADA:

Mutual Cooperation in Identifying Special Needs - Client shall attempt to identify in advance any special needs of disabled registrants, faculty, and guests requiring accommodation by Resort and will notify Resort of such needs for accommodation as soon as they are identified to Client. Whenever possible, Client shall copy Resort on correspondence with attendees who indicate special needs as covered by ADA. Resort shall notify Client of requests for accommodation which it may receive otherwise than through Client to facilitate identification by Client of their own accommodation obligations or needs as required by ADA.

Client agrees to give Resort 72-hour advance written notice of the need to provide special equipment or information to accommodate a Client attendee with a disability. Client is aware that complete information is required with regard to the kind of disability to enable satisfactory equipment to be scheduled in accordance with all applicable laws, codes, and regulations. Client shall be responsible for any additional cost of equipment, if any, to accommodate the disabled attendee.

INSURANCE:

Resort is not responsible for property brought onto or stored on Resort property by the Group or its exhibitors or attendees, and it is the responsibility of Group to obtain or maintain any insurance coverage on such property. Group shall give written notice of this policy to all exhibitors or attendees that are to utilize function space on Resort property in connection with Group's function. Group shall furnish evidence of liability insurance coverage to Resort upon request, and if Resort reasonably determines it to be necessary, shall name "Pechanga Resort Casino" as an "additional insured" on such policy or policies.

NOTICES:

Any notices to Resort shall be delivered to: , Sales Office, P.O. Box 9041, Temecula, CA 92589 and should reference this Agreement. Any notices to you will be sent to the following: 27740 Jefferson Avenue Temecula CA 92590. Notices sent by U.S. Mail, certified with first class postage prepaid, shall be deemed given four (4) business days after mailing. Notices given by hand delivery or electronic transfer shall be deemed given upon actual receipt.



SPRINGS CHARTER SCHOOLS, INC.

...REDEFINING SCHOOL

BOARD OF DIRECTORS MEETING

Date: 02/11/2025

Select only one:

ACTION ITEM

INFORMATION ITEM

**Approve updated Memorandum of Understanding
between SCS and Charters**

RECOMMENDATION:

Staff recommends approval of the updated memorandum of understanding (MOU) as presented.

BACKGROUND:

Springs Inc. (SCS) was formed in 2013 to provide various elements of staff/employee recognition, staff development, and the furthering of the mission of establishing and maintaining sound charter schools. The most significant staff development is our annual Ignite conference.

CURRENT CONSIDERATIONS:

The most recent MOU was brought before the board in 2019 with a per ADA (average daily attendance) of \$82. This represents each charter's budgeted ADA multiplied by the agreed-upon MOU rate (currently \$82). With the shift in economic conditions, the overall inflation rate of that same \$82 is now worth \$100, reflecting reduced buying power for the activities designed. The organization experienced significant inflation beyond this average during the planning and execution of the annual staff development. As a result, staff desires to have an appropriately designed MOU that addresses growth tied to the state funding calculation.

FINANCIAL IMPACT:

\$100 per ADA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PACIFIC SPRINGS CHARTER SCHOOL
AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“PSCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, PSCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the PSCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of PSCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for PSCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice PSCS on or after July 1st for payment. Once PSCS's P2 is certified, SCS will reconcile the account and either charge PSCS or refund the difference to PSCS. Subsequently, the total costs for any additional services SCS provides to PSCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. PSCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

For PSCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 6, 2025 *BJ Heath*
Board Chairman
PSCS

Dated: _____
Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 6th day of February, 2025 by the Board of Directors of PSCS by the following vote:

AYES: 7
NOES: 0
ABSTAINS: 0

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HARBOR SPRINGS CHARTER SCHOOL
AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“HSCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, HSCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the HSCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of HSCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for HSCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice HSCS on or after July 1st for payment. Once HSCS's P2 is certified, SCS will reconcile the account and either charge HSCS or refund the difference to HSCS. Subsequently, the total costs for any additional services SCS provides to HSCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. HSCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

For HSCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 6, 2025 _____ *BJ Heath*
Board Chairman
HSCS

Dated: _____
Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 6th day of February, 2025 by the Board of Directors of HSCS by the following vote:

AYES: 7
NOES: 0
ABSTAINS: 0

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VISTA SPRINGS CHARTER SCHOOL
AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“VSCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, VSCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the VSCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of VSCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for VSCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice VSCS on or after July 1st for payment. Once VSCS's P2 is certified, SCS will reconcile the account and either charge VSCS or refund the difference to VSCS. Subsequently, the total costs for any additional services SCS provides to VSCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. VSCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

For VSCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 6, 2025 *BJ Heath*
Board Chairman
VSCS

Dated: _____
Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 6th day of February, 2025 by the Board of Directors of VSCS by the following vote:

AYES: 7
NOES: 0
ABSTAINS: 0

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVER SPRINGS CHARTER SCHOOL
AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“RSCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, RSCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the RSCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of RSCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for RSCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice RSCS on or after July 1st for payment. Once RSCS's P2 is certified, SCS will reconcile the account and either charge RSCS or refund the difference to RSCS. Subsequently, the total costs for any additional services SCS provides to RSCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. RSCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

For RSCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 6, 2025 
Board Chairman
RSCS

Dated: _____
Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 6th day of February, 2025 by the Board of Directors of RSCS by the following vote:

AYES: 7
NOES: 0
ABSTAINS: 0

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE SPRINGS CHARTER
SCHOOL AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“IESCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, IESCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the IESCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of IESCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for IESCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice IESCS on or after July 1st for payment. Once IESCS's P2 is certified, SCS will reconcile the account and either charge IESCS or refund the difference to IESCS. Subsequently, the total costs for any additional services SCS provides to IESCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. IESCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:


For IESCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 6, 2025



Board Chairman
IESCS

Dated: _____

Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 6th day of February, 2025 by the Board of Directors of IESCS by the following vote:

AYES: 6
NOES: _____
ABSTAINS: _____

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EMPIRE SPRINGS CHARTER SCHOOL
AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“ESCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, ESCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the ESCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of ESCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for ESCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice ESCS on or after July 1st for payment. Once ESCS's P2 is certified, SCS will reconcile the account and either charge ESCS or refund the difference to ESCS. Subsequently, the total costs for any additional services SCS provides to ESCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. ESCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

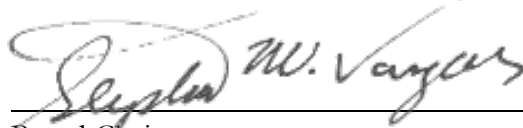
For ESCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 6, 2025



Board Chairman
ESCS

Dated: _____

Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 6th day of February, 2025 by the Board of Directors of ESCS by the following vote:

AYES: 6
NOES: _____
ABSTAINS: _____

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITRUS SPRINGS CHARTER SCHOOL
AND
SPRINGS CHARTER SCHOOLS, INC.**

This agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between River Springs Charter School (“CSCS”) and Springs Charter Schools, Inc. (“SCS”), a non-profit public benefit corporation.

RECITALS:

- A. SCS commenced operation on July 1, 2013.
- B. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CSCS and SCS do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the CSCS charter.
- B. Any modification of this MOU must be in writing and executed by the Board Chair of each party specifically indicating the intent of the parties to modify this MOU and ratified by each Governing Board.
- C. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.
- D. To the extent that this MOU is inconsistent with any of the terms of CSCS’s Charter, the Charter document shall supersede the terms of this MOU, and both parties shall meet to amend the MOU to achieve consistency.

II. LEGAL RELATIONSHIP

- A. The parties recognize that each is a separate legal entity. Neither party shall be responsible for the debts or obligations of the other.

III. SPRINGS CHARTER SCHOOLS CONTRIBUTION

- A. As a non-profit public benefit corporation, SCS was formed to promote the definition of student achievement and to support and promote professional development for public school staff. SCS will be able to provide lower cost materials and labor costs through bulk purchasing and coordination of staff time.

- B. Services and materials provided: SCS will be overseeing and funding all staff development, staff appreciation, and Board appreciation/combined meetings for CSCS.

IV. FUNDING

- A. [Charter] agrees to pay \$100 per ADA based on the projected P2 ADA as calculated on the board-approved July 1 budget for the services described in Section III.B. above. SCS will invoice CSCS on or after July 1st for payment. Once CSCS's P2 is certified, SCS will reconcile the account and either charge CSCS or refund the difference to CSCS. Subsequently, the total costs for any additional services SCS provides to CSCS and other affiliated charter schools will be prorated on a per P-2 ADA basis and billed on or before April 1st of each year. CSCS will pay SCS on net 30 terms. Rates will be reviewed annually and adjusted in accordance with the State of California Local Control Funding Formula (LCFF) designated COLA.

V. SEVERABILITY

- A. The terms of this MOU are severable. The parties agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

VI. NOTIFICATION

- A. All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

For CSCS:
Office of the Superintendent
27740 Jefferson Avenue
Temecula, CA 92590

For SCS:
Board Chairman
27740 Jefferson Avenue
Temecula, CA 92590

VII. ENTIRE AGREEMENT

- A. This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.
- B. This MOU shall be governed by and construed in accordance with California law.

Dated: February 4, 2025 _____

Board Chairman
CSCS

Dated: _____
Board Chairman
Springs Charter Schools, Inc.

Approved and ratified this 4th day of February, 2025 by the Board of Directors of CSCS by the following vote:

AYES: 6
NOES: 0
ABSTAINS: 1

Approved and ratified this _____ day of _____, 2025 by the Board of Directors of Springs Charter School, Inc. by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____



SPRINGS CHARTER SCHOOLS, INC.

...REDEFINING SCHOOL

BOARD OF DIRECTORS MEETING

Date: 02-11-2025

Select only one:

- ACTION ITEM
- INFORMATION ITEM

Approve the updated Memorandum of Understanding (MOU) of shared services between Springs Charter School, Inc. and the Charters within the Springs Network

RECOMMENDATION:

Staff recommends the approval of the MOU as presented.

BACKGROUND:

The Springs Charter School network consisting of seven, soon to be eight, charters has been able to grow and operate efficiently much do to the ability to share services. These services ae typically performed and billed between charters to reflect appropriate costs. Springs Charter Schools, Inc. is a part of that process related to staff or professional development.

CURRENT CONSIDERATIONS:

While Springs Charter Schools Inc. has not previously been a part of this shared MOU, our legal team has recommended the addition of this organization due to the professional development aspect. There is no additional cost or obligation of SCS to this MOU.

FINANCIAL IMPACT:

\$0



**MEMORANDUM OF UNDERSTANDING
EMPLOYEE AND PERSONNEL SERVICES SHARING**

This Personnel Services and Employee Sharing Memorandum of Understanding (“**MOU**”) is entered into as of July 1, 2024 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU:

- (1) Citrus Springs Charter School, Inc. (Entity No. 3763141)
 - For: Citrus Springs Charter School (Orange County Department of Education)
- (2) Empire Springs Charter School (Entity No. 3564347)
 - For: Empire Springs Charter School (Helendale School District)
 - For: Inland Empire Charter School (San Bernardino County Office of Education)
- (3) Harbor Springs Charter School (Entity No. 3565594)
 - For: Harbor Springs Charter School (Julian Union School District)
 - For: Pacific Springs Charter School (San Diego County Office of Education)
 - For: Vista Springs Charter School (California State Board of Education)
- (4) River Springs Charter School, Inc. (Entity No. 2837039)
 - For: River Springs Charter School (Riverside County Office of Education)
- (5) Springs Charter School, Inc. (3569820)
 - For: Springs Charter School, Inc. aids in recruiting and maintaining highly qualified board members for the Springs network of charter schools and in support of its charitable mission to promote educational opportunity, in addition to providing staff development geared towards aligning best practices throughout the Springs network.

(each a “**School**” or collectively the “**Schools**”);

WHEREAS, the Schools are nonclassroom-based public charter schools consisting of a diverse set of program offerings (with the exception of Springs Charter School, Inc) including but not limited to full-time home school and blended classroom and independent study options. The School’s mission is to empower students by fostering their innate curiosity, engaging their parents, and promoting optimum learning by collaboratively developing a personalized learning program for each student.

WHEREAS, each School employs personnel, including but not limited to certificated teachers designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a), among others.

WHEREAS, the Schools’ respective education and other programs, including special education programs, are geared towards sharing instructional staff because they have similar curricula and allow

staff to instruct and supervise students from remote locations.

WHEREAS, the Schools provide special education services to their students as required by law.

WHEREAS, the Schools desire to share certain employees, to include administrators and classified staff, in a manner allowed by law, because this will further the Schools' shared goal to successfully implement their education programs in an efficient and cost effective manner.

WHEREAS, it is the intent of the Parties to share certificated and non-certificated personnel amongst each other according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Leased Employees.** During the term of this MOU, the Parties may lease employees, including but not limited to certificated and non-certificated employees, such as special education teachers and staff, to perform the Services ("Services") set forth in Attachments A and B. The term "**Leased Employee**" shall refer to any employee leased between the Parties pursuant to this MOU. Employees shall only be leased by mutual written agreement as documented by Attachments A and B. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.

2. **Lessor and Lessee Schools.** The Parties acknowledge that each School may both (i) employ an individual who will provide educational, special education, and/or other personnel services to another School; and (ii) receive educational, special education, and/or personnel services from an individual employed by another School. The term "**Lessor School**" refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term "**Lessee School**" refers to a School receiving educational, special education, and/or personnel services from another School's employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor School and Lessee School under this MOU, and shall meet the obligations set forth in this MOU dependent on their role as a Lessor School and/or Lessee School.

a. **Assignment of Leased Employees.** Lessee School and Lessor School shall collaborate on determining which Leased Employees will be assigned to Lessee School. As Lessor School is the employer of its Leased Employees, Lessor School retains sole discretion in the assignment of Leased Employees. Lessee School is responsible for assigning its students to Leased Employees. Lessor School and Lessee School shall work together to appropriately memorialize Leased Employees under this MOU, including dates of service and numbers of students served.

b. **Tracking of Leased Employee Time.** To the extent that any Leased Employee is still providing services at the Lessor school or to the extent that the Leased Employee is providing services to multiple schools, time that the Leased Employee spends on work for each school shall be tracked for purposes of each respective charter school's reporting through the SB 740 funding determination process.

3. **Fees.** It is the intent of the Lessor School and Lessee School that each school pays its fair share of the fully loaded costs of an employee that is being leased (salary, benefits, retirement system contributions) and that Lessee School pay all expenses that would not be incurred but for the employee performing services for the Lessee School (e.g., mileage costs). The fees to be paid by Lessee School to Lessor School for the services provided by Leased Employees are calculated based on the specific services provided the Leased Employee:

a. **Personnel Leasing Calculated by Number of Students Served.** Lessor School shall lease the Leased Employees performing the functions described in Attachment A for a Lessee School. Costs will be reflected based on a shared cost per student.

4. **Monthly Invoices.** Lessor School will provide an invoice to a Lessee School for the fees set forth in Section 3 of this MOU on a monthly basis. Lessee School shall pay invoices within thirty (30) days of receipt. Lessee School shall be provided access to reasonable backup documentation for such costs upon request.

5. Lessor School Responsibilities:

a. Comply with all applicable federal and state statutes, laws and regulations.

b. Lessor School shall ensure Leased Employees who serve as supervising teachers retain the credentials necessary to comply with Education Code §§ 47605(l)(1), 44865 and 51747.5(a) and the Lessee School's charter petition ("Charter Petition"). Lessor School shall also ensure Leased Employees have undergone a tuberculosis risk assessment and/or testing prior to commencing services to Lessee School to the extent required by the Charter Petition and applicable law.

c. Lessor School shall ensure that all Leased Employees providing Services to the Lessee School under this MOU receive all required training, including, but not limited to initial and annual training on mandated child abuse or neglect reporting. Lessor school shall provide access to information necessary to conduct the assignment to the Lessee school.

d. Lessor School shall ensure that (i) all Leased Employees providing Services under this MOU have been cleared for employment through the Department of Justice in compliance with the Charter Petition, pursuant to the requirements of Education Code Sections 44237 and 45125.1, and applicable law; and (ii) no Leased Employee has been convicted of a serious or violent felony (as defined by Penal Code § 667.5 and § 1192.7)

e. Lessor School agrees that it is the sole and exclusive employer of Leased Employees performing Services at a Lessee School under this MOU. Lessor School shall supervise and make all employment decisions with respect to its employees in its sole discretion, including all hiring, evaluation, termination, compensation and benefits decisions. Lessor School will be responsible for the supervision of its employees, subject to input from the Lessee School.

f. Lessor School may terminate the assignment of a Leased Employee from a Lessee School in its sole discretion. Lessor School shall endeavor to provide as much notice as practicable to the Lessee School before terminating the assignment of a Leased Employee.

6. Lessee School Responsibilities:

a. Comply with all applicable federal and state statutes, laws and regulations, including laws applicable to charter schools offering independent study.

b. Lessee School is responsible for ensuring the education program and curriculum and other elements of the Leased Employee's Services complies with the Charter Petition. Lessee School shall provide technical assistance and other support to Leased Employees to help ensure the Services align with the Charter Petition.

c. Lessee School shall have the right to supervise Leased Employees' activities while they are on assignment to Lessee School to ensure they are meeting their performance obligations. In addition to any obligations set forth by Lessor School as their employer, while performing Services to support Lessee School, Leased Employees shall abide by and be subject to applicable policies and procedures adopted by Lessee School.

d. With Lessor School's permission, Lessee School may participate with Lessor School in the hiring, evaluation, compensation, and discipline decisions concerning Leased Employees. Lessee School may unilaterally, upon providing written notice to Lessor School, remove a Leased Employee assigned to Lessee School. Upon providing such notice, Lessee School may collaborate with Lessor School (or another School) to assign a different Leased Employee to support the Lessee School as necessary.

e. Lessee School shall make available to Lessor School, in a timely manner, all data, files, documentation, or other information necessary or appropriate for the performance of the Services. Lessee School will be responsible for, and Lessor School shall be entitled to rely upon, the content, accuracy, completeness, and consistency of all such data, materials, and information.

f. Provide to Lessor School, in writing, copies of any school-specific rules and or regulations applicable to Lessor School while providing services to Lessee School.

g. Lessee School shall provide a safe working area for Leased Employees when necessary for Leased Employees to be on a Lessee School location.

h. Provide feedback to Lessor School regarding Leased Employees' performance.

7. Relationship Between Lessor and Lessee Schools.

a. Leased Employees are, and shall remain, the employees of the Lessor School, and shall be subject to the ultimate direction and control of Lessor School and its governing board, officers, and other representatives. The termination of this MOU shall not terminate the employment relationship of any Leased Employee with Lessor School. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party.

b. Lessor School shall have full and sole legal control over and responsibility for payment of all compensation and benefits to Leased Employees, including retirement benefit system contributions, as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, wage and hour obligations, social security tax withholding and contributions, and other applicable employment law requirements. Assuming Lessor School participates in CalSTRS, the Parties acknowledge Leased Employees are employees of the Lessor School for CalSTRS purposes.

c. Lessor School shall each be responsible for its compliance with workers' compensation coverage obligations, wage and hour obligations, and any other applicable federal or state employment laws. Pursuant to Labor Code section 3602, Lessor School agrees to retain workers' compensation coverage for all Leased Employees for the duration of their support to as Lessee School. Lessor School shall ensure the Leased Employees have proper and necessary insurance coverage when working for Lessee School and shall provide evidence of such coverage to the Lessee School upon request.

8. Term and Termination. The term of this MOU commences upon execution of this MOU, and continues through June 30, 2025, and shall then automatically renew for consecutive one (1) year terms, unless and until earlier terminated as set forth in subsection (a) herein and subject to any amendments pursuant to Section 9 herein.

a. **Termination Without Cause.** Any Party may terminate its participation in this MOU for any reason upon sixty (60) days' written notice to all Parties. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party, nor relieve the terminating Party(ies) of any obligations incurred prior to the effective date of such termination. Following termination of a Party's participation in the MOU, (i) the terminating Party shall pay Lessor School(s) any unpaid portion of fees owed through the effective date of termination; and (ii) the other Party(ies) shall pay the terminating Party (if it served as a Lessor School) for Services provided before the effective termination.

9. Amendments. This MOU may be amended as follows:

a. **Changes in the Law.** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this MOU, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the MOU) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the MOU shall terminate for all Parties without further obligation or liability among the Parties, upon any Party's sixty (60) days' written notice to the other Parties, or in such lesser time as is reasonable under the circumstances. If termination occurs for reasons set forth in this subsection, Parties are responsible for paying fees as set forth in Section 8(a).

a. **Mutual Agreement.** The Parties may amend this MOU with mutual written consent of all Parties.

10. Work Product; Intellectual Property. Any work product that is created by Lessor School, including by any Leased Employee, in the context of providing Services shall be the property of that Lessor School. Any intellectual property owned by a Lessee School and used by a Lessor School related to the Services shall remain the property of that Lessee School. Similarly, any intellectual property owned or created by a Lessor School, including by any of the Leased Employees, that is utilized as part of providing the Services shall remain the property of Lessor School. No Party shall have the right to grant a license, sublicense, or any other use or rights to the property of another Party. Upon termination or expiration of this MOU, the property of each Party in the possession of any other Party shall be returned and/or destroyed.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Party(ies), as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Parties' Confidential Information.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, medical records, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without

restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor School shall be designated as having a legitimate educational interest in accessing a Lessee School’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor School to access personally identifiable information from student education records from the Lessee School as part of its performance of the Services. For purposes of this MOU, the term “personally identifiable information” (“PII”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor School shall not use or disclose pupil records, including PII, received from or on behalf of another School except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee School. Lessor School shall protect the student education records it receives from or on behalf of another School no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor School shall notify the affected Lessee School(s) as soon as practicable, and shall, upon the affected Lessee School(s)’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Insurance. Each Party shall maintain customary and reasonable insurance coverage necessary for performance of the Services, including professional liability for errors or omissions and/or directors’ and officers’ coverages, comprehensive general liability coverage, and automobile liability coverage, and all insurance required by their respective charter petition(s). Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

14. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party’s obligations under this MOU.

15. Indemnification. Each Party shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, attorneys and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys’ fees, expert witness fees, and other

costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of its obligations under this MOU, except for such loss or damage caused solely by the negligence or willful misconduct of another Party. Each Leased Employee shall be under the immediate supervision and control of the Lessee School when providing Services for that Lessee School. Therefore, the Lessee School shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of a Leased Employee providing Services to a Lessee School, except for such loss or damage caused solely by the negligence or willful misconduct of another Party.

16. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

17. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this MOU before resorting to litigation.

18. Notice. All notices, requests, demands, or other communications (collectively "**Notice**") given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

Springs Charter School, Inc.
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

Harbor Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

Citrus Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

Pacific Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

River Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

Vista Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

Empire Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

Inland Empire Springs Charter School
Attn: Cabinet
27740 Jefferson Avenue
Temecula, California 92590

19. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

20. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

21. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

23. Governing Law. This MOU shall be governed by and interpreted under California law.

24. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

25. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

<p>Springs Charter Schools, Inc., a California nonprofit public benefit corporation</p> <p>By: _____</p> <p>Name: <u>Timothy Trainor</u></p> <p>Its: <u>Chair</u></p> <p>Date: _____</p>	<p>Harbor Springs Charter School, Inc., a California nonprofit public benefit corporation</p> <p>By: <u>BJ Heath</u></p> <p>Name: <u>Barbara BJ Heath</u></p> <p>Its: <u>Chair</u></p> <p>Date: <u>December 12, 2024</u></p>
<p>Citrus Charter Schools, Inc., a California nonprofit public benefit corporation</p> <p>By: <u>EJ Dokes</u></p> <p>Name: <u>Eugene Dokes</u></p> <p>Its: <u>Chair</u></p> <p>Date: <u>December 10, 2024</u></p>	<p>Pacific Charter Schools, Inc., a California nonprofit public benefit corporation</p> <p>By: <u>BJ Heath</u></p> <p>Name: <u>Barbara BJ Heath</u></p> <p>Its: <u>Chair</u></p> <p>Date: <u>December 12, 2024</u></p>

River Charter Schools, Inc., a California nonprofit public benefit corporation

By: 

Name: Stephanie Heiliger

Its: Chair

Date: December 12, 2024

Vista Charter Schools, Inc., a California nonprofit public benefit corporation

By: 

Name: Barbara BJ Heath

Its: Chair

Date: December 12, 2024

Empire Charter Schools, Inc., a California nonprofit public benefit corporation

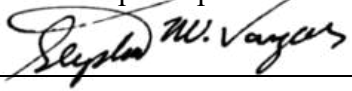
By: 

Name: Stephanie Vargas

Its: Chair

Date: December 12, 2024

Inland Empire Charter Schools, Inc., a California nonprofit public benefit corporation

By: 

Name: Stephanie Vargas

Its: Chair

Date: December 12, 2024