



CHARACTER • EQUALITY • EXCELLENCE
RESPONSIBILITY • TEACHABILITY

SPECIAL BOARD MEETING AGENDA

June 13, 2023, 5:30 PM

info@creteacademy.org (323-791-1600)

<https://ucihealth.zoom.us/j/94221696632?pwd=TWt3NDNVNHE4aXhFRkRRStLRXNuZz09&from=addon>

6103 Crenshaw Boulevard, Los Angeles, CA
1775 Ximeno Avenue, Long Beach, CA
18111 Elaine Avenue, Artesia, CA
385 Charles E Young Dr. E, Los Angeles, CA
444 South Flower Street, 1800, Los Angeles, CA
515 S Figueroa St, Suite 2000 90071

1. Welcome

The board meeting commenced at 5:35 p.m. with a welcome and prior to items requiring vote, quorum was established.

2. Roll Call

- 1. Yusef Alexander present_____ absent_____ x
- 2. Dr. Reginald Austin present_____ x absent_____
- 3. Joss Tillard Gates present_____ x absent_____
- 4. Bryan Gonzalez present_____ x absent_____
- 5. Marina Samson present_____ absent_____ x
- 6. Lataysia Starks present_____ absent_____ x
- 7. Ursula Worsham present_____ x absent_____

3. Public Comment info@creteacademy.org (323-791-1600)

No public comment was provided for this board meeting.

4. Review and Approval of Meeting Minutes

BOARD VOTE

May 18, 2023 Regular Board Meeting Minutes

- 1. Yusef Alexander yay _____ nay_____
- 2. Dr. Reginald Austin yay _____ x nay_____
- 3. Joss Tillard Gates yay _____ x nay_____
- 4. Bryan Gonzalez yay _____ x nay_____
- 5. Marina Samson yay _____ nay_____
- 6. Lataysia Starks yay _____ nay_____
- 7. Ursula Worsham yay _____ x nay_____

The meeting minutes for the regular board meeting held on May 18th, 2023 were **unanimously approved by board vote.**

Public Comment: the meeting location is wheelchair accessible. Speakers needing any disability related or language accommodation should notify the board Secretary a minimum of 24 hours in advance of the meeting to arrange for accommodations, and inform the staff upon arrival.

5. LCAP Approval

BOARD VOTE

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay _____x nay _____
- 3. Joss Tillard Gates yay _____x nay _____
- 4. Bryan Gonzalez yay _____x nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay _____x nay _____

Following discussion of the LCAP and reference to previously discussed content, the LCAP was **unanimously approved by board vote.**

6. Annual Review of Fiscal Policies

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay _____x nay _____
- 3. Joss Tillard Gates yay _____x nay _____
- 4. Bryan Gonzalez yay _____x nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay _____x nay _____

Following discussion of the Fiscal Policies and reference to previously discussed content, the Fiscal Policies document was **unanimously approved by board vote.**

7. EPA 23-24 Resolution

BOARD VOTE

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay _____x nay _____
- 3. Joss Tillard Gates yay _____x nay _____
- 4. Bryan Gonzalez yay _____x nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay _____x nay _____

Following discussion of the EPA (23-24) and reference to previously discussed content, the EPA 23-24 Resolution was **unanimously approved by board vote.**

8. EPA 23-24 Spending Plan Approval

BOARD VOTE

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay _____ nay _____
- 3. Joss Tillard Gates yay _____ nay _____
- 4. Bryan Gonzalez yay _____ nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay _____ nay _____

Following discussion of the EPA (23-24) spending plan, the EPA 23-24 Spending Plan was **unanimously approved by board vote.**

9. Ratification/Approval of Preliminary Budget (for LAUSD)

BOARD VOTE

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay _____x nay _____
- 3. Joss Tillard Gates yay _____x nay _____

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- 4. Bryan Gonzalez yay nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay nay _____

The board was led in discussion through the preliminary budget to be submitted to LAUSD by Roger Castillo from Charter Impact. Charter Impact is the new back office provider for Crete Academy and did a thorough job in highlighting the fiscal health and projections for the board. Following discussion, the **board approved by unanimous vote**, the ratification of the preliminary budget to be submitted.

10. Approval of Instructional minutes & calendar 2023-2024sy

BOARD VOTE

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay nay _____
- 3. Joss Tillard Gates yay nay _____
- 4. Bryan Gonzalez yay nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay nay _____

Following discussion the instructional minutes and calendar were **unanimously approved by board vote**.

11. Charter School Facilities Program Funding Board Resolution

BOARD VOTE

- 1. Yusef Alexander yay _____ nay _____
- 2. Dr. Reginald Austin yay nay _____
- 3. Joss Tillard Gates yay nay _____
- 4. Bryan Gonzalez yay nay _____
- 5. Marina Samson yay _____ nay _____
- 6. Lataysia Starks yay _____ nay _____
- 7. Ursula Worsham yay nay _____

Following discussion the Charter School Facilities Program funding board resolution was **unanimously approved by board vote**.

12. Budget Overview for Parents

BOARD REVIEW

Public comments

The Crete Budget Overview for Parents was provided by Charter Impact’s, Roger Castillo and opened to public comments and discussion. The board has been in discussions regarding this items for the past few meetings and offered no additional questions posed.

13. Board Meeting Planning (2023-2024)

BOARD REVIEW

The board discussed board meeting options for the 23-24 academic year, with preferences noted for continuing the same time as the 22-23 academic year and considerations for a meeting time prior to 5:00 p.m. The board secretary will poll the board and identify the time and meeting dates in collaboration with Crete Leadership and board availability.

14. Local Indicators

BOARD REVIEW

The board engaged in discussion regarding local indicators and outlined priorities not referenced in items #6-7 on board agenda.

Public Comment: the meeting location is wheelchair accessible. Speakers needing any disability related or language accommodation should notify the board Secretary a minimum of 24 hours in advance of the meeting to arrange for accommodations, and inform the staff upon arrival.

15. MTD Fiscal Reports

BOARD REVIEW

1. Financial Summary
 - ADA Analysis
 - Income Statement (YTD Budget vs. YTD Actuals and Budget vs. Forecast)
 - Balance Sheet
2. Cash Flow Forecast
3. Financial Narrative
4. Check Register

The board referenced prior discussion of fiscal indicators as not MTD discussion was led for this meeting regarding the above referenced items. The board received a nice overview of current fiscal health as referenced in item #9.

Public Comment: the meeting location is wheelchair accessible. Speakers needing any disability related or language accommodation should notify the board Secretary a minimum of 24 hours in advance of the meeting to arrange for accommodations, and inform the staff upon arrival.

**RESOLUTION OF THE BOARD OF DIRECTORS
CRETE ACADEMY
A California Public Benefit Corporation
Board Resolution 16**

RESOLUTION APPROVING CHARTER MATERIAL REVISION – CRETE ACADEMY

WHEREAS, the Board of Directors (“Board”) of Crete Academy (the “Charter School”) finds it in the best interest of Crete Academy and in furtherance of its educational and public purposes to submit an application to the Charter School Division (“CSD”) for review by LAUSD for the addition of seventh and eighth grade instruction.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of Crete Academy grants permission to the school leadership to complete and submit an application for material revision to the CSD, as it deems necessary.

BE IT RESOLVED, that the school leadership shall submit an application for material revision to add both seventh and eighth grade instruction.

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a special board meeting this 27th day of August, 2023.

AYES:

NOS:

ABSTENTIONS:

By: _____
Ursula Worsham, Secretary

INVOICE

Great Minds
55 M St SE
Suite 340
Washington, DC 20003
Ph:

Invoice #: INV138838
Invoice Date: 07/07/2023
Due Date: 08/06/2023

Mail Checks to: PO Box 200283, Pittsburgh, PA 15251-0283 **or**
Wire/ACH details are available by visiting this link:
<https://digitalsupport.greatminds.org/s/ach-instructions>

Bill To:
Crete Academy Charter School
Accounts Payable (Crete Academy Charter School)
6103 Crenshaw Blvd
Los Angeles, CA 90043

Ship To:
Samantha Friedrichs
6103 Crenshaw Blvd
Los Angeles, CA 90043

Reference #: 12345-02

Terms: Net 30

Item	Description	Unit	Quantity	Unit Price	Amount
979-8-88588-732-8	WW 2023 Student Workbook for Grade 2 Module 4	Each	25	\$5.41	\$135.25
979-8-88588-743-4	WW 2023 Student Workbook for Grade 3 Module 4	Each	18	\$5.41	\$97.38
979-8-88588-754-0	WW 2023 Student Workbook for Grade 4 Module 4	Each	40	\$5.41	\$216.40
979-8-88588-710-6	WW 2023 Student Workbook for Grade K Module 4	Each	25	\$5.41	\$135.25
979-8-88588-752-6	WW 2023 Student Workbook for Grade 4 Module 2	Each	50	\$5.41	\$270.50
979-8-88588-763-2	WW 2023 Student Workbook for Grade 5 Module 2	Each	15	\$5.41	\$81.15
979-8-88588-708-3	WW 2023 Student Workbook for Grade K Module 2	Each	25	\$5.41	\$135.25
979-8-88588-720-5	WW 2023 Student Workbook for Grade 1 Module 3	Each	25	\$5.41	\$135.25
979-8-88588-731-1	WW 2023 Student Workbook for Grade 2 Module 3	Each	25	\$5.41	\$135.25
979-8-88588-742-7	WW 2023 Student Workbook for Grade 3 Module 3	Each	18	\$5.41	\$97.38
979-8-88588-753-3	WW 2023 Student Workbook for Grade 4 Module 3	Each	40	\$5.41	\$216.40
979-8-88588-775-5	WW 2023 Student Workbook for Grade 6 Module 3	Each	25	\$5.41	\$135.25
979-8-88588-709-0	WW 2023 Student Workbook for Grade K Module 3	Each	25	\$5.41	\$135.25
979-8-88588-718-2	WW 2023 Student Workbook for Grade 1 Module 1	Each	50	\$5.41	\$270.50
979-8-88588-719-9	WW 2023 Student Workbook for Grade 1 Module 2	Each	25	\$5.41	\$135.25
979-8-88588-729-8	WW 2023 Student Workbook for Grade 2 Module 1	Each	50	\$5.41	\$270.50
979-8-88588-730-4	WW 2023 Student Workbook for Grade 2 Module 2	Each	25	\$5.41	\$135.25
979-8-88588-741-0	WW 2023 Student Workbook for Grade 3 Module 2	Each	18	\$5.41	\$97.38
979-8-88588-740-3	WW 2023 Student Workbook for Grade 3 Module 1	Each	15	\$5.41	\$81.15
979-8-88588-751-9	WW 2023 Student Workbook for Grade 4 Module 1	Each	50	\$5.41	\$270.50
979-8-88588-762-5	WW 2023 Student Workbook for Grade 5 Module 1	Each	30	\$5.41	\$162.30
979-8-88588-773-1	WW 2023 Student Workbook for Grade 6 Module 1	Each	50	\$5.41	\$270.50
979-8-88588-707-6	WW 2023 Student Workbook for Grade K Module 1	Each	50	\$5.41	\$270.50
GM-000149	Shipping	Each	1	\$350.0811	\$350.08
				Subtotal	\$4,239.87
				Sales tax	\$369.57
				Total	\$4,609.44

Invoice Date: 07/07/2023 Terms: Net 30 Due Date: 08/06/2023 Customer Id: C-0243381

FOB Shipping

Make payment to Great Minds

Check: Great Minds P.O. Box 200283 Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Please include any additional information such as Invoice numbers, Quote number, PO numbers, etc.

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Please include any additional information such as Invoice numbers, Quote number, PO numbers, etc.

Terms and Conditions

- 1) Applicability. a) These terms and conditions of sale (these "Terms") govern the sale of goods ("Goods") and the performance of all services ("Services") by Great Minds PBC or any affiliate identified on the Sales Confirmation (as this and all capitalized terms are defined herein) ("Seller"), to the purchaser ("Customer").
- b) An accompanying invoice, statement of work, and/or price quote (the "Sales Confirmation" and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
- c) Customer accepts these Terms by making a purchase from or placing an order with Seller or otherwise requesting Goods or engaging Seller to perform or procure any Services. By accepting delivery of the Goods or by engaging the Seller to provide any Services, Customer agrees to be bound by and accepts these Terms unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern.
- d) The terms and conditions set forth at <https://greatminds.org/digital-terms-conditions> shall apply with respect to Services made available electronically or digitally ("Digital Services") and Customer agrees to the terms set forth therein, as the same may be amended from time to time.
- 2) Delivery of Goods. a) Goods will be delivered within a reasonable time after the receipt of Customer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.
- b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller's fulfillment location (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.
- d) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 3) Non-Delivery. a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.
- b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Customer gives written notice to Seller of the non-delivery within five days of the date when the Goods would in the ordinary course of events have been received.
- c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
- 4) Shipping Terms. Delivery shall be made FOB Seller.
- 5) Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point.
- 6) Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- 7) Inspection and Rejection of Nonconforming Goods. a) Customer shall inspect the Goods within 5 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- b) If Customer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Point.
- c) Customer acknowledges and agrees that the remedies set forth in Section (b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Seller.
- 8) Services. a) Customer may order services from or through Seller from time to time.
- b) Where Services are ordered in a statement of work ("SOW"), each SOW hereby incorporates these Terms and constitutes a separate agreement with respect to the Services performed, Seller, or any of its affiliates on behalf of Seller, may execute a SOW. In the event of an addition to or a conflict between any term or condition of a SOW and these Terms, these Terms will control, except as expressly amended in the applicable SOW by specific reference to this Agreement. Each such amendment will be applicable only with respect to such SOW and not to any future SOW. Changes to the scope of the Services described in a SOW will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and the applicable SOW. Each SOW may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.
- c) From time to time, depending on governmental guidance and applicable local law then in effect with respect to COVID-19 or any other health emergency, Seller may require Customer to enact and enforce certain protective measures for Seller's staff safety and well-being, as determined in Seller's sole discretion, including but not limited to masks, social distancing, occupancy limits, and other protective measures (all such measures, "Precautionary Measures"). Should Customer refuse to agree to and enact the Precautionary Measures, Seller may refuse to send its staff to conduct professional development or other in-person services without any additional liability to Customer.
- 9) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Seller in the course of delivering the Goods or performing the Services, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") except for any Customer materials shall be owned by Seller. Seller hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Goods, the Deliverables and the Services.
- 10) Price. a) Customer shall purchase the Goods or Services, as applicable, from Seller at the price (the "Price") set forth in the Agreement
- b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that
- c) Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 11) Payment Terms. a) Customer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Customer shall make all payments hereunder by wire transfer and in US dollars.
- b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.
- c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
- 12) Limited Warranty. a) Seller warrants to Customer that on the date of shipment of any Goods such Goods will materially conform to the specifications set forth in the Sales Confirmation and will be free from material defects in material and workmanship.
- b) Seller warrants to Customer that it shall perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- c) **SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- d) Seller shall not be liable for a breach of the warranty set forth in Section 12(a) or Section 12(b) unless: (i) Customer gives written notice of the defect, reasonably described, to Seller within 10 days of the time when Customer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Customer's claim that the Goods are defective.
- e) The Seller shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Seller.
- f) Subject to Section 12(d) and Section 12(e) above, Seller shall, in its sole discretion, either: (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with these warranties; (c) repair or replace such Goods (or the defective part); or (c) refund amounts paid by Customer related to the portion of the Goods or Services not in substantial compliance, as applicable; provided, in each case, that, if Seller so requests, Customer shall, at Seller's expense, return any such Goods to Seller
- g) **THE REMEDIES SET FORTH IN SECTION 12(f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12(a) OR SECTION 12(b).**
- 13) Limitation of Liability. a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**
- c) The limitation of liability set forth in Section 13(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
- 14) Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15) Force Majeure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- 16) Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 17) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 18) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 19) Governing Law. a) The construction and validity of these Terms shall be governed by the laws of the state where Customer is located, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports, or where any other act or performance occurred.
- b) All Services provided by Seller shall be deemed to be provided in the state where the Customer is located. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the state where the Customer is located, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services or these Terms
- 20) Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 21) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Invoice Date: 07/07/2023 Terms: Net 30 Due Date: 08/06/2023 Customer Id: C-0243381

FOB Shipping

Make payment to Great Minds

Check: Great Minds P.O. Box 200283 Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Please include any additional information such as Invoice numbers, Quote number, PO numbers, etc.

INVOICE

Great Minds
55 M St SE
Suite 340
Washington, DC 20003
Ph:

Invoice #: INV140687
Invoice Date: 07/14/2023
Due Date: 08/13/2023

Mail Checks to: PO Box 200283, Pittsburgh, PA 15251-0283 **or**
Wire/ACH details are available by visiting this link:
<https://digitalsupport.greatminds.org/s/ach-instructions>

Bill To:
Crete Academy Charter School
Accounts Payable (Crete Academy Charter School)
6103 Crenshaw Blvd
Los Angeles, CA 90043

Ship To:
Samantha Friedrichs
6103 Crenshaw Blvd
Los Angeles, CA 90043

Reference #: 12345-02

Terms: Net 30

Item	Description	Unit	Quantity	Unit Price	Amount
GM-01288	REQUIRES PRINT PURCHASE One student license with student/teacher access to digital continuous learning videos and slides, digital student edition, digital assessments, and teacher access to the continuous learning guide	Each	390	\$10.5	\$4,095.00
GM-01326	WW 2023 + Multilingual Learner Resource (K-5) or Prologue (G6-8). REQUIRES WW IN SYNC LICENSE PURCHASE NOT AVAILABLE FOR STANDALONE SALES One digital teacher edition license with access to Wit & Wisdom Grades K-8	Each	14	\$199.5	\$2,793.00
				Subtotal	\$6,888.00
				Sales tax	\$0.00
				Total	\$6,888.00

Invoice Date: 07/14/2023 Terms: Net 30 Due Date: 08/13/2023 Customer Id: C-0243381

FOB Shipping
Make payment to Great Minds

Check: Great Minds P.O. Box 200283 Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Please include any additional information such as Invoice numbers, Quote number, PO numbers, etc.

Terms and Conditions

- 1) Applicability. a) These terms and conditions of sale (these "Terms") govern the sale of goods ("Goods") and the performance of all services ("Services") by Great Minds PBC or any affiliate identified on the Sales Confirmation (as this and all capitalized terms are defined herein) ("Seller"), to the purchaser ("Customer").
- b) An accompanying invoice, statement of work, and/or price quote (the "Sales Confirmation" and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
- c) Customer accepts these Terms by making a purchase from or placing an order with Seller or otherwise requesting Goods or engaging Seller to perform or procure any Services. By accepting delivery of the Goods or by engaging the Seller to provide any Services, Customer agrees to be bound by and accepts these Terms unless Customer and Seller have signed a separate agreement, in which case the separate agreement will govern.
- d) The terms and conditions set forth at <https://greatminds.org/digital-Terms-conditions> shall apply with respect to Services made available electronically or digitally ("Digital Services") and Customer agrees to the terms set forth therein, as the same may be amended from time to time.
- 2) Delivery of Goods. a) Goods will be delivered within a reasonable time after the receipt of Customer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.
- b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller's fulfillment location (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.
- d) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 3) Non-Delivery. a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.
- b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Customer gives written notice to Seller of the non-delivery within five days of the date when the Goods would in the ordinary course of events have been received.
- c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
- 4) Shipping Terms. Delivery shall be made FOB Seller.
- 5) Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point.
- 6) Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- 7) Inspection and Rejection of Nonconforming Goods. a) Customer shall inspect the Goods within 5 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- b) If Customer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Point.
- c) Customer acknowledges and agrees that the remedies set forth in Section (b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Seller.
- 8) Services. a) Customer may order services from or through Seller from time to time.
- b) Where Services are ordered in a statement of work ("SOW"), each SOW hereby incorporates these Terms and constitutes a separate agreement with respect to the Services performed, Seller, or any of its affiliates on behalf of Seller, may execute a SOW. In the event of an addition to or a conflict between any term or condition of a SOW and these Terms, these Terms will control, except as expressly amended in the applicable SOW by specific reference to this Agreement. Each such amendment will be applicable only with respect to such SOW and not to any future SOW. Changes to the scope of the Services described in a SOW will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and the applicable SOW. Each SOW may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.
- c) From time to time, depending on governmental guidance and applicable local law then in effect with respect to COVID-19 or any other health emergency, Seller may require Customer to enact and enforce certain protective measures for Seller's staff safety and well-being, as determined in Seller's sole discretion, including but not limited to masks, social distancing, occupancy limits, and other protective measures (all such measures, "Precautionary Measures"). Should Customer refuse to agree to and enact the Precautionary Measures, Seller may refuse to send its staff to conduct professional development or other in-person services without any additional liability to Customer.
- 9) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Seller in the course of delivering the Goods or performing the Services, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") except for any Customer materials shall be owned by Seller. Seller hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Goods, the Deliverables and the Services.
- 10) Price. a) Customer shall purchase the Goods or Services, as applicable, from Seller at the price (the "Price") set forth in the Agreement
- b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that
- c) Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 11) Payment Terms. a) Customer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Customer shall make all payments hereunder by wire transfer and in US dollars.
- b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.
- c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
- 12) Limited Warranty. a) Seller warrants to Customer that on the date of shipment of any Goods such Goods will materially conform to the specifications set forth in the Sales Confirmation and will be free from material defects in material and workmanship.
- b) Seller warrants to Customer that it shall perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- c) **SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- d) Seller shall not be liable for a breach of the warranty set forth in Section 12(a) or Section 12(b) unless: (i) Customer gives written notice of the defect, reasonably described, to Seller within 10 days of the time when Customer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Customer's claim that the Goods are defective.
- e) The Seller shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Seller.
- f) Subject to Section 12(d) and Section 12(e) above, Seller shall, in its sole discretion, either: (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with these warranties; (c) repair or replace such Goods (or the defective part); or (c) refund amounts paid by Customer related to the portion of the Goods or Services not in substantial compliance, as applicable; provided, in each case, that, if Seller so requests, Customer shall, at Seller's expense, return any such Goods to Seller
- g) **THE REMEDIES SET FORTH IN SECTION 12(f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12(a) OR SECTION 12(b).**
- 13) Limitation of Liability. a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**
- c) The limitation of liability set forth in Section 13(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
- 14) Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15) Force Majeure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- 16) Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 17) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 18) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 19) Governing Law. a) The construction and validity of these Terms shall be governed by the laws of the state where Customer is located, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports, or where any other act or performance occurred.
- b) All Services provided by Seller shall be deemed to be provided in the state where the Customer is located. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the state where the Customer is located, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services or these Terms
- 20) Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 21) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Invoice Date: 07/14/2023 Terms: Net 30 Due Date: 08/13/2023 Customer Id: C-0243381

FOB Shipping

Make payment to Great Minds

Check: Great Minds P.O. Box 200283 Pittsburgh, PA 15251-0283

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Please include any additional information such as Invoice numbers, Quote number, PO numbers, etc.

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract" or "Agreement") by and between Crete Academy of 6103 Crenshaw Blvd., Los Angeles, California 90043, and Sione Vi Tupe, SC Contractors of 4609 W. 172nd St., Lawndale, California 90260.

Sione Vi Tupe, SC Contractors desires to provide Construction services to Crete Academy and Crete Academy desires to obtain such services from Sione Vi Tupe, SC Contractors.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. :

1. Remove and haul away all bark on the 50x50ft. surface.
2. Grade and level entire surface with clearance for 5in. of concrete.
3. Compact road base and install re-bar for reinforcement on the entire surface.
4. Pave entire 2,500 sq. ft. with 3,000 psi. concrete.
5. Entire concrete surface will have expansion joints every 8 ft.
6. Entire 2,500 sq. ft. will have play-safe rubber mats installed for kids safety on the playground.
7. When all work is complete, the work area will be cleaned to satisfaction.

2. PAYMENT. Payment shall be made to Sione Vi Tupe, Lawndale, California 90260. Crete Academy agrees to pay the total sum of \$34,000.00 as follows:

3. SIGNATORIES. This Agreement shall be signed by Crete Academy and by Sione Tupe, (SC Contractors) and shall be effective as of the date first written above.

Owner:

By: _____ Date: _____

Crete Academy

Contractor:

Contractor's License: _____

By:

Date:

Sione Tupe
CEO

Proposal: A Year-Long Plan for Crete Academy (2023-2024)
Caline Khavarani Smith
Math Education Consultant

Last year, I supported Crete’s math program by leading four professional development sessions, two math field days, two parent workshops, one-on-coaching with TK through sixth grade teachers, and pacing-planning meetings with each of the third to sixth grade teachers. The results were positive. Teachers expressed that it was “the best PD we’ve had” and there was a buzz across the schools on the Math Field Days. STAR test scores also improved from fall 2022 to spring 2023:

- At/Above grade improved 5%, up from 32% to 37%
- On Watch (near grade level) improved 2%, up from 13% to 15%
- Intervention (below grade level) improved 6%, down from 23% to 17%
- Urgent Intervention (far below grade level) improved 2%, down from 33% to 31%

But there is more work to be done. With one year of Eureka under everyone’s belt, the teachers are in a strong position to start making improvements to ensure that students are learning and understanding grade-level content, despite Covid setbacks. And with my experience helping draft the Smarter Balanced assessment from 2015-2016, I’m confident we can also continue improving test scores.

My proposal focuses on three prongs:

- **Content** – How deeply do the teachers understand the mathematics they are teaching? How confident are the teachers with their curriculum?
- **Instruction** – How are teachers teaching their content? How are they delivering the curriculum? Are students engaged, having fun, and learning? What strategies might increase student achievement, engagement, and confidence?
- **Management** – Are teachers and students benefiting from every instructional minute? Are there any classroom management strategies that could help teachers maximize their effectiveness in the classroom?

Recommendations

- **More lesson planning**
 - Lesson planning workshop in the summer
 - Follow ups to make sure teachers lesson plan consistently, and support for when they encounter math they do not deeply understand
 - Support on how to handle varying student math levels in the classroom

- **More math content for students**
 - Pacing planning in the summer to make sure a solid plan is in place for teachers to deliver rigorous math content the entire academic year
 - Follow ups to make sure teachers are on track, and support to help them stay on track
- **Bell-to-bell instruction**
 - Every minute counts. And math must be taught every day. Thus, we must put supports in place, such as set schedules with check ins, to make sure each minute is used wisely
 - Analysis of how time is used, and how it could be used more effectively
- **Teacher collaboration**
 - Peer observations
 - Learning labs
 - Lesson study
- **Aligned standards**
 - Checking to see if all standards are aligned (i.e. report cards, vertical math plans, and teacher evaluation rubrics) will help to streamline math instruction and ensure that teachers are always doing what is best for students
- **Community involvement**
 - Math Field Days
 - Parent Workshops
 - (Family Math Events are also possible)

Action Plan

- **Math Kickoff** before the school year begins to focus on lesson and pacing planning.
- **PD Workshops** where teachers participate as learners in engaging, fun, and mathematically rigorous activities to build their content knowledge and also give them lesson ideas that they can adapt for use in their classrooms.
- **Special Events for Students**, including Math Field Days.
- **In-School Support Days**, with a flexible combination of coaching, planning, co-teaching, observation, lesson debriefs, and data reflection with teachers.
- **Collaboration Days**, with peer observations, lesson study, or learning labs in order to build sustainable structures within the school's math program.
- **Parent/Guardian Workshops** to teach them how they can help strengthen their children's number sense and math skills at home.

Budget Proposal

Support Provided	Hours	Subtotal
<p style="text-align: center;">Math Kickoff</p> <p>- one day during summer PD</p>	5	\$2,200
<p style="text-align: center;">PD Workshops</p> <p>- one hour per workshop - two meetings</p>	2	\$880
<p style="text-align: center;">Special Events for Students</p> <p>- Math Field Days - one on each campus</p>	10	\$4,400
<p style="text-align: center;">In-School Support Days</p> <p>- five hours per day - nine days</p>	45	\$19,800
<p style="text-align: center;">Collaboration Days</p> <p>- five hours per day - ten days</p>	50	\$22,000
<p style="text-align: center;">Parent/Guardian Workshops</p> <p>- one workshop, either in person or on Zoom</p>	1.5	\$660
	Total	\$49,940

Note: The rate of \$440 per hour includes the extensive planning and design, as well as the delivery of professional development. Sessions can be flexibly delivered in person or online, as needed.

CALINE KHAVARANI SMITH

101 North Vista Street ♦ Los Angeles, CA 90036 ♦ 310.422.0680 ♦ calineksmith@gmail.com

EDUCATION

University of California, Los Angeles, CA

Master of Arts, Education (June 2005)

4.0 grade point average

University of California, Los Angeles, CA

Bachelor of Science, Mathematics with a Specialization in Computing (June 2004)

Bachelor of Science, French (June 2004) (Including one semester at the Sorbonne University in Paris, Fall 2001)

Summa Cum Laude with a 3.9 grade point average

Honors: Phi Beta Kappa, UCLA College, UCLA Math Department, and recipient of the Sherwood Prize

Pi Beta Phi Sorority

Harvard-Westlake High School, Los Angeles, CA

Cum Laude with a 4.7 grade point average (June 1999)

WORK HISTORY

Crete Academy, Los Angeles, CA

Independent consultant supporting teachers and administration with math instruction and curriculum, as well as planning math field days and parent workshops to strengthen the school's mathematics program (2022-Present)

UCLA Graduate School of Education and Information Studies, Los Angeles, CA

Leading a team ("Cadre") of grade 3-6 teachers in professional development involving Learning Labs (2022-Present)

STEM Coach at LAUNCH Summer Academy for 5-8th graders in South Los Angeles (Summer 2022)

Taught in-person and online workshops to teachers on various math subjects and levels (2019-2022)

Supported math teachers from various schools within the Partner Schools Network: Emerson Community Charter School, Mark Twain Middle School, and University High School Charter (2019)

Observed and provided feedback for student teachers in the Teacher Education Program (2019)

Embedded at Watts Learning Center Charter Middle School to improve student performance in math by supporting teachers and administrators with courses, instructional strategies, test prep, and professional development (2017-2018)

Public Works/Learning Works, Pasadena, CA

Independent consultant helping Learning Works Charter School with developing math curriculum, facilitating teacher observations, and providing administrative support (2016-Present)

Observing classrooms and writing reports for Public Works, selected by LAUSD as the evaluation contractor to assist in examining whether single gender education is beneficial to students (in response to AB 23) (2019-2020)

Callahan Consulting, Los Angeles, CA

Leading professional development for math teachers, teaching instructional strategies, and following up with in-class observations or co-teaching of those strategies (2019-2021)

UCLA Mathematics Department, Los Angeles, CA

Professional development trainer of math teachers for the Curtis Center (2013-2020)

Lead Editor of the Middle School Performance Task Writing Team for the Smarter Balanced Exam (2015-2016)

Director of Professional Development for the Curtis Center (2015-2016)

Da Vinci Science Charter High School, Hawthorne, CA

Mathematics teacher: Algebra I and Geometry (2012-2015)

Struggling student supporter for the ninth grade team (2013-2015)

El Paso Community College, El Paso, TX

Adjunct Instructor: College Prep Math (Spring 2012)

Juvenile Detention Center (Delta Academy), El Paso, TX

Mathematics and GED tutor (2011-2012)

Ithaca High School, Ithaca, NY

Mathematics teacher: Algebra I and Math Support Lab (2009-2011)
AVID teacher: AVID I and AVID II (2009-2011)
Leader of the professional learning community for the Math Support Labs (2010-2011)

Hawthorne High School, Hawthorne, CA

Mathematics teacher: Pre-Algebra, Algebra I, Algebra II, Geometry, Precalculus, and ESL Algebra (2004-2009)
AVID teacher: AVID I through AVID IV (2005-2009)
Mathematics department chairperson (2008-2009)
Faculty advisor: National Honor Society, Scholarship Committee, and California Scholarship Federation (2006-2009)
Robotics Team, mentor (2006-2008)
School Site Council, member (elected to two 2-year terms) (2005-2009)

SPEAKING ENGAGEMENTS AND WORKSHOPS**California Mathematics Council-South Annual Conference**

Let's Do Math Together! Teaching Strategies that Spark Joy (November 2022)
Engaging All Students so They Have Fun While Learning Math (November 2021)
Engaging Struggling Students: Make Class Fun and Effective (November 2020)
Testing: Using Assessments to Help Students Who Struggle (November 2019)
No More Badminton in Watts (November 2018)

UCLA Math Project

Building Fluency through Playful Collaboration (June 2022)
Connecting Geometry Through the Grades: Concepts from Elementary to Secondary (August 2021, July 2019)

Orange County Math Council Symposium

Engaging All Students so They Have Fun While Learning Math (March 2022)

UCLA Writing Project and Center X

Engaging Struggling Students in the Mathematics Classroom: Make Class Fun and Effective (November 2020)
Maximizing the Benefits of Collaborative Learning in the Mathematics Classroom (November 2019)

Da Vinci Innovation Academy Parent Educator Conference

Ensuring Strong Foundations in Math (February 2020, February 2017)

UCLA Curtis Center Math and Teaching Conference

Maximizing the Benefits of Collaborative Learning for Struggling Students (March 2019)
Making Math Accessible to Struggling Students (March 2017)
Panel on Access, Equity, and the Standards for Mathematical Practice (March 2015)
Mathematical Modeling in Geometry (March 2015, March 2013)
Mathematical Modeling in Algebra (March 2014)
Classroom Management Tips for Teachers (February 2009, March 2008)

Math Education and Social Justice Conference

Panel on Creating Balance in an Unjust World (January 2014)

Cornell University

Social Justice in Mathematics (November 2010)

Ithaca City School District

Social Justice in Mathematics (March 2010)

CREDENTIALS

California Clear Single Subject Teaching Credential, Mathematics & Mathematics for English Language Learners
Prerequisites satisfied for California Preliminary Administrative Services Credential

SKILLS

Fluent in English, Farsi, and French; conversational in Spanish; can read and write Hebrew

INTERESTS

Reading books with my 9- and 7-year-old boys, yoga, dance, travel, cello, and good food

References Available Upon Request

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement is entered as of this 11th day of May 2023 by and between the **Archdiocese of Los Angeles Education & Welfare Corporation** on behalf of and for the benefit of **St. John the Evangelist Church** in Los Angeles ("Lessor") and **Crete Academy, Inc** ("Lessee").

The parties hereto are the parties to that specific Lease Agreement dated July 12, 2018, and Two Amendments dated May 29, 2020, June 18, 2021, and May 6, 2022 ("Lease"), covering the premises located at 6103 Crenshaw Blvd, Los Angeles, CA 90043 ("Premises"). Accordingly, the parties hereto desire to amend the Lease.

NOW, THEREFORE, the parties hereto now agree as follows:

1. Term. The term of this Lease shall be extended for three years commencing August 1, 2023 and ending July 31, 2026.

2. Rent. Rent shall be increased annually by 5%. Rent shall be the following per year:

- a. August 1, 2023 – July 31, 2024: \$15,000 / month
- b. August 1, 2024 – July 31, 2025: \$15,750 / month
- c. August 1, 2025 – July 31, 2026: \$16,537.50 / month

3. Calendar. Lessor and Lessee will submit a calendar of events at the beginning of the year to inform each party their planned events to avoid conflict. The parties may negotiate areas of concern; however, Lessor's events have priority. Consideration and priority will be negotiated if the event requested is to maintain the Lessee's State Charter or fulfill State Curriculum.

- a. Lessee must submit a **Premises Use Request Form** 30-days before the date of an event. Last-minute requests are discouraged.

4. Use of Kitchen. Lessee must follow guidelines and regulations concerning COVID-19 and all directives and procedures as outlined by the Department of Public Health or other government agencies who may have jurisdiction while sharing the use of the bungalow kitchen. In addition, Lessee must follow the procedures listed below regarding clean-up and return of the kitchen to the usual standard.

- a. Collect all garbage into bags and bring it out to the dumpster located by the school building.
- b. Wash and dry all dishes used and return them to the correct cupboard. Take all extra food and beverage out or refrigerate in the designated refrigerator.
- c. Sweep and mop the floors.
- d. Report any damage to equipment or property promptly to the Rectory.
- e. Remove any items put up on the walls or set out in connection with your foodservice.
- f. Check that all doors are locked, windows are closed, and lights are off.

Lessee Initials _____

g. Broom, dustpan, etc., must be placed in the designated area of the kitchen after usage.

h. Clear kitchen of all used towels and washcloths.

5. Use of Parking Area. Lessee may not use any part of the parish parking area nor schedule any outdoor events on the dates listed in Exhibit A (see attached). Lessee must complete and submit for approval a **Premises Use Request Form** 30 days in advance to Lessor to avoid conflict with parish activities. Lessee cannot place any obstructions, e.g., barriers, ropes, tape, cones, or close-off parking lot areas before Monday, 6:30 AM, or after 5:30 PM Friday. All obstacles, e.g., barriers, rope, tape, cones, or closed-off areas placed Monday-Friday 6:30 AM to 5:30 PM, must be removed daily. All aisles in the parking lot must be clear and free of obstructions, e.g., barriers, rope, tape, toys, cones, or closed-off areas, at all times. Further, Lessee is not permitted to make additions to the parking lot area, such as playground equipment, apparatus, or structures, such as basketball hoops.

a. Lessee is not permitted to park any vehicles in the parking lot after 5:30pm. Additionally, no overnight parking is permitted at any time, except for the two white vans used to transport students.

b. Use of the parking lot is limited to school staff only. Staff parking is limited to the Crenshaw Blvd fence and the area along the school building. No parking is permitted for media crews or other companies at any time.

6. Entrance Gate. Lessee is **not** permitted to give the access code to the electric gate on 60th St. to any service providers such as delivery or contracted workers. Lessee can use the school's remote control to allow access to all service providers. Parents and visitors are not permitted to use the access code. For school activities during the designated school hours, parents and visitors should be admitted only with a staff monitor at the gate before and during the activity. Permission to use the access code is given for Lessee's paid staff only, and such consent is limited to specified school hours M-F 6:30 AM to 5:30 PM. Lessee must submit a request to the pastor 30 days prior to the requested date to use the access code outside school hours. Lessee must provide copies of all keys to school building, classrooms, and gates on the school premises to the pastor.

a. Lessee must provide the School Alarm Code to the pastor.

7. Request for Usage. All requests for usage of premises outside of the Lease Agreement must be submitted to Lessor on a **Premises Use Request Form** 30 days before the event. Note: No exceptions to the 30 days prior notice.

8. Subletting. Lessee may **not rent or sublease any** spaces in the building or parking lot to any programs, community services, or businesses of any type.

a. Lessee cannot offer use of spaces to any programs or community services or businesses of any type in the building or parking lot for free.

9. Events. Lessee cannot schedule events not directly related to the curriculum, student activities, or State-mandated activities.

Lessee Initials _____

10. Electric Bill. The electric bill for Lessee is calculated at the beginning of each month. Each billing period is determined by the following formula: reading of the sub-meter is subtracted from the readings of the beginning of the next month's sub-meter readings; This determines the school's usage Kwh (service charges) for the month which is then multiplied by the total amount charged for the month, this is divided by the total usage of Kwh for the month, according to the monthly electric bill received from the LADWP. This, then is the school's monthly electric bill. Lessee is required to pay the bill in full and on time each month to the Lessor two (2) weeks from the date received.

11. Removal of Alterations. Within thirty (30) days of executing this Amendment, Lessee must remove the mural of Nipsey Hussle painted on the basketball court. Lessee must remove the name Crete on the basketball backboards, and the name Crete Academy on the outside wall of the school building upon the termination of the Lease Agreement. All removal must be completed professionally by a licensed paint contractor. All alterations to the inside of the school building must be removed and restored to its original condition. An initial walk-through of the premises will establish the condition of said premises at the time of the signing of the Lease Agreement.

12. Termination. Violation of this Third Amendment to Lease in any part will result in termination of the Lease Agreement, as per Article 16 Termination Clause of the Lease Contract. Upon termination, Lessee will have 90 days to vacate and restore premises as per item 11 of this Amendment.

13. Student Enrollment. Enrollment for Crete Academy shall not exceed 250 students.

13. Except to the extent modified hereby, the Lease Agreement and all of the terms and provision thereof are and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Fourth Amendment to Lease Agreement to be executed and delivered as of the date first written above.

LESSOR: **ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION** on behalf of and for the benefit of St. John the Evangelist Church, Los Angeles

Michael T. Davitt
Director of Real Estate

Date: _____

LESSEE: **CRETE ACADEMY, INC**

Brett Mitchell
CEO/Founder

Date: _____

Lessee Initials _____

ACKNOWLEDGED BY:

ST. JOHN THE EVANGELIST CHURCH

Fr. Pavol Sochulak SVD

Date: 06/28/23

Fr. Pavol Sochulak SVD
Pastor

EXHIBIT A

Use Restrictions on Parking Lot by Tenant.

Parish will have full use of the parish and school parking areas on the following dates, and Tenant is not allowed to schedule any events and or use the parking lots on the following dates:

1. Wednesday, November 1, 2023, All Saints Day Masses
2. Wednesday, November 22, 2023. Thanksgiving Eve celebration
3. Thursday, November 23, 2023, Thanksgiving Day celebration
4. Friday, November 24, 2023, Thanksgiving Day observance
5. Friday, December 8, 2023, Immaculate Conception
6. Tuesday, December 12, 2023, Virgin de Guadalupe celebrations.
7. Sunday, December 24, 2023, Christmas Eve Masses
8. Monday, December 25, 2023, Christmas day Masses
9. Sunday, December 31, 2023, New year's Eve Masses
10. Monday, January 1, 2024, New year's Day Masses
11. Wednesday, February 14, 2024, Ash Wednesday Masses
12. Sunday, March 24, 2024, Palm Sunday Masses
13. Thursday, March 28, 2024, Holy Thursday 2024 Mass
14. Friday, March 29, 2024, Good Friday 2024 Masses
15. Saturday, March 30, 2024, Holy Saturday 2024 Masses
16. Sunday, March 31, 2024, Easter Sunday Masses
17. Weddings, Baptisms, XV Mass at any given Saturday
18. Funerals (*when scheduled*): anytime Monday to Saturday
19. Saturdays and Sundays all-day