

EXHIBIT A
SCOPE OF SERVICES

Exhibit A: Scope of Services

Section 1.1: Minimum Services Required of the Operator

1. **EVENTS:** manage an orderly and effective re-opening event, including the acquisition and placement of furniture, fixtures, and equipment not provided for by LAWA; prepare additional grand opening and marketing events as needed and requested by LAWA. A list of furniture and equipment to be provided by LAWA is attached to this Scope of Services as Exhibit A-1.
2. **POLICIES and PROCEDURES:** establish, implement, and maintain policies and procedures for Center operations consistent with Operator's existing policies and procedures, and any requirements set forth by the California Department of Social Services, Child Care Licensing ("CDSS"); and train successful candidates on program curriculum and Center policies and procedures.
3. **STAFF RECRUITMENT:** establish staff qualification and recruitment guidelines consistent with Operator's existing guidelines and hiring criteria set forth by CDSS; and recruit a qualified Director to operate and manage the Center to the specification of this Agreement. Operator is solely responsible for staff recruitment, orientation, training, and performance management, to include disciplinary action; notwithstanding the foregoing, Operator will work collaboratively with LAWA during the hiring process of the Center director to ensure the director is reasonably acceptable to LAWA. The parties mutually agree and understand that the Operator is an Equal Opportunity Employer and shall not discriminate based on protected classes. Notwithstanding the foregoing, LAWA may participate in the Center management interview process of the Center director; however, Operator shall have final decision-making authority with regard to hiring and disciplinary action of Center management and staff.
4. **ACCREDITATION, LICENSING, and INSURANCE:** obtain and maintain NAEYC accreditation for Center and City, State, and Federal licensing/permit requirements during the contract period; maintain required insurance levels as specified in the Agreement.
5. **MARKETING:** cooperate with LAWA's Media Relations and Human Resources Division to promote Center enrollment.
6. **REPORTING:** provide reports as prescribed in Section 1.4 of this Agreement, to the LAWA HR representative as requested or needed.
7. **RECORDS RETENTION:** all records relevant to this Agreement shall be retained as required by California State licensing.

8. BUDGETING: maintain Center's budget through collection of tuition fees (at rates mutually agreed upon by LAWA and the Operator) and fully accept any and all risk of any operating losses associated with the Center's operation.

Section 1.2: Development Services

The Operator shall provide the following development services:

1. ANNUAL GOALS and OBJECTIVES:

- Develop and implement annual goals and objectives for the Center, including curricula, activities programs, and other activities as necessary and appropriate for the successful operation of the Center. Said goals and objectives are subject to mutual agreement.
- Develop and implement a Center philosophy, curriculum, and program content consistent with developmentally appropriate practice under NAEYC Criteria.

2. INFECTIOUS DISEASE PREVENTION STRATEGIES: Develop, implement, and maintain a strategy to prevent and reduce contraction or spread of COVID-19, and other infectious diseases among children and staff in accordance with the Centers for Disease Control and Prevention and CDSS guidelines on operating childcare centers.

3. EQUIPMENT: Maintain the existing playground and complete weekly inspections to ensure that playground equipment meets CDSS requirements. Should any equipment be added or replaced, it will become the property of the LAWA, unless otherwise mutually agreed upon prior to being affixed.

4. TUITION:

- Develop Tuition Rates (see Section 5.2 for most recent rates) and Operating Budgets for each of the three (3) years of the contract period that reflect joint decisions made by LAWA and the Operator. Decisions may be mutually modified by LAWA and the Operator in the future. Subject to CDSS and other legal requirements, items that may be jointly modified include, but are not limited to, days and hours of operation, staffing requirements, tuition, and eligibility criteria. Proposed Tuition Rates and Operating Budget will be subject to LAWA approval. Tuition fees shall cover expenses for nutritional morning and afternoon snacks and regular Center activities provided by Center staff on-site during operating hours.
- Requests for tuition rate increases above 2% must be based upon demonstrated substantial increase in LAWA-approved Operator's cost

and are limited to no more than 5% annually, unless mutually agreed upon.

5. ENROLLMENT PROCEDURES: Develop enrollment and waiting list procedures consistent with Operator's current policies and procedures, and requirements set forth by CDSS, subject to LAWA approval. All enrollment and withdrawal requests should be obtained in writing by Center staff.

6. PARENT INVOLVEMENT:

- Develop a plan for parent involvement in, and support for, the Center, including a Parent/Staff Board of Directors.
- Develop and implement a parent communications program that includes a daily parent communication and advance notice of rate increases, changes in service, and or closures on a form or via an electronic communication system to be completed by Center staff for all students, unless declined in writing by parent.

7. MEETINGS: Develop, implement, and maintain a schedule for Parent/Staff Board of Directors, which includes the LAWA Contract Manager, meets at least quarterly, performs at least quarterly evaluations of Center operations, and includes recommendations to the Operator on Center concerns.

8. PLANS and PROCEDURES:

- Develop a written procedure to assure the regular updating, replacement, and supply of adequate materials and supplies.
- Develop, monitor, and maintain an ongoing health, security, and safety program using best practices established by CDSS for childcare centers.
- Develop and maintain written emergency and disaster plans annually in accordance with CDSS guidelines.
- Develop an educational program focused on promoting optimal physical, social, emotional, and intellectual development of each enrolled child.
- Develop a plan for janitorial and landscaping maintenance.

9. EMERGENCY OPERATIONS:

- Develop and review emergency and disaster plans on an annual basis consistent with the requirements set forth by CDSS.

- Keep current copies of written plans on file with LAWA representatives.
- Maintain and make available Emergency Preparedness kits in each classroom.
- Train employees to implement emergency and disaster plans in accordance with CDSS requirements.
- Conduct emergency drills in accordance with CDSS requirements.
- Furnish emergency supplies to provide for the care and feeding of employees and children in accordance with CDSS requirements.

Section 1.3 Operational Services

Operational services include, but are not limited to the following:

1. Operate and manage the Center by providing childcare services for up to 102 children (or the maximum allowed based on COVID-19 guidelines), including care for children between the ages of six (6) weeks and five (5) years. Child age groups and teacher/student ratios shall be in compliance with NAEYC and room occupancy maximums. Services are to be provided between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Services, hours of operation, and budget may be modified.
2. Collecting tuition and fees.
3. Using accounting best practices to record and disclose income and expenses. Operator shall keep and maintain under generally accepted accounting principles full, true and complete records as are necessary to fully disclose to LAWA sufficient information to determine compliance with the terms and conditions of this Agreement and all state, federal and local regulations and statutes.
4. Providing oral, written, and/or electronic reports to LAWA as requested or necessary to ensure the Center is operating effectively and efficiently.
5. Providing recommendations to LAWA as requested or needed.
6. Maintaining teacher/student ratios that match the NAEYC recommended levels, which may exceed minimum CDSS requirements for accreditation, during all Center operating hours.

7. Providing extra-curricular activities including music, art, and sports, taught by qualified staff in the appropriate field.
8. Collecting Center Tuition at mutually agreed upon rates issue written or electronic receipts to the parents on the date tuition payment is received. If fees are charged for additional optional extra-curricular activities, these fees must be itemized. Tuition and other fees and charges must be mutually agreed upon prior to the Operator notifying parents.
9. Recruiting, hiring, training, supervising, disciplining, and discharging the Center staff, as appropriate. Manage all compensation and employee relations functions. Maintain a current Employee Manual of employment policies and practices and oversee adherence to them. LAWA retains the right to review and mutually agree on the performance standards by which all Center staff will be measured. Procure and administer employee benefits.
10. Cooperating with LAWA's efforts to serve the LAX community by ensuring that children of LAWA employees are given the highest enrollment priority and that children of LAX tenant companies are given the second highest enrollment priority. Spaces shall only be offered to the general public when no children of LAWA or tenant employees remain on the Wait List for the affected class level.
11. Overseeing parent relations regarding day-to-day issues and special parent events. Conduct parent/staff meetings, prepare monthly newsletters, and daily student reports. Create a Parent Handbook of Center policies, practices, and program quality procedures, and distribute to all parents. Offer parenting information and conduct parent education support meetings on a quarterly basis, at a minimum. Create opportunities for parent involvement in Center activities, events, and decision making and policy development.
12. Creating and maintaining a learning garden at the Center to teach children about healthy eating and sustainable living.
13. Supervising the procurement of supplies and equipment and agreements for services with vendors. Operator shall select and use developmentally and age-appropriate materials and equipment which project heterogeneous racial, sexual, and age attributes (per NAEYC Standard 2: Accreditation Criteria for Curriculum and the NAEYC Position Statement on Developmentally Appropriate Practice in Early Childhood Programs).
14. Maintaining all materials and equipment in good condition. When repairs are required, they shall be done promptly, in order to put the equipment, toy, or other item back in use as soon as possible. Operator is responsible for maintenance and removal of equipment purchased and owned by the operator. Removal of affixed

equipment, purchased by the operator, must be discussed and mutually agreed upon with LAWA prior to removal.

15. Property of LAWA. All property, including any supplies, equipment, furniture, fixtures, or other items used in the operation of the Childcare Center, whether included in the premises or purchased during the term of *this* Agreement by the LAWA shall remain the exclusive property of the LAWA unless purchased by the Operator or as otherwise set forth in this Agreement. Exception: existing cribs in the infant room. Should these cribs need to be repaired or replaced, that will be the responsibility of the Operator.
16. Providing required custodial, maintenance, landscaping services, and trash removal services and notifying the LAWA Contract Manager of the need for any facility repair to be provided by LAWA.
 - Operator is expected to take reasonable care of the facility and is responsible for the repair of all damage that results from neglect or abuse and for repair of damage caused by anyone for whom they are responsible.
 - LAWA will provide for at its sole cost and expense the following maintenance items: pest control services, commercial trash container services, capital expenditures such as: roofing, building exterior, plumbing system, HVAC, fire protection equipment, electrical system, and the parking lot.
17. Coordinating with LAWA's Contract Manager, and with other LAWA Divisions as necessary.
18. Maintaining regulatory compliance with the CDSS and other regulatory agencies. Maintain required program records and respond to CDSS evaluator site visit requests. Adhere to modifications in regulatory requirements. Notify LAWA of any licensing-related activities or events, including site visits and any plans for corrective action, or written requests for information.
19. Cooperating with LAWA's efforts to achieve full enrollment at the Center and participate in publicity, public relations activities, presentations, tours for the Center, and ongoing recruitment efforts, at the discretion of LAWA. Provide LAWA with current enrollment lists and wait lists including the parent/guardian contact information as permitted by parents/guardians.
20. Participating with LAWA in program evaluation, according to a mutually agreed upon schedule and format established by LAWA.
21. Offering professional opinion to LAWA regarding Center childcare issues.

Section 1.4: Reporting

Operator shall submit the following reports to LAWA:

1. Annual Budget: Provide LAWA with a detailed annual Center budget and a description of all budget assumptions and calculations, including income and expenses.
2. Monthly Budget-to-Actual Reports: No later than twenty-five (25) days following the end of each month, submit to LAWA a detailed monthly report of the actual income and expenses for the previous month and a narrative explanation of variances from the budget by line item.
3. Monthly Status Report. Monthly status report shall describe key issues and events at the Center which includes, but are not limited to, the following items:
 - a. Detailed Enrollment List with parents' names and contact information as permitted by the parent, students' names separated by classroom assignment, and listing sponsorship status and number of days in attendance per week for each student;
 - b. Enrollment Summary by classroom assignment, sponsorship status, and number of days in attendance. This report should also include full-time equivalency of part-time students;
 - c. Enrollment Status Change Report detailing the movement of individual students into and out of each classroom including dates.
 - d. Detailed Waiting List with parents' names and contact information as permitted by the parent, students' names, including sponsorship status, classroom to be assigned, anticipated number of days in attendance, and date student was added to Wait List;
 - e. Wait List Status Change Report detailing the movement of individual students onto and off of Wait List, including dates and reasons for movement;
 - f. Staffing changes, including termination and re-assignment of individual staff.
 - g. Center activities and special events for the upcoming month;

- h. Parent issues and concerns, including complaints and removal of students from Center;
- i. Parent meetings and activities for the upcoming month;
- j. Facility maintenance, including requests made, date of original requests, and progress reports;
- k. Licensing and regulatory activity, including notification of site visits and other events; copies of which are provided for public review in accordance with CDSS requirements
- l. Pending issues such as requests that were submitted to the LAWA Contract Manager that were not addressed, fiscal and staff shortages that might materially impact operations at the Center.

4. Other reports as requested by LAWA, which pertain to the operation of the Center.