



**Consulting and Service Agreement
between
Total Education Solutions, Inc.
and
The Accelerated Schools**

2023-2024

Total Education Solutions

CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement (“Agreement”) is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. (“TES”), a California corporation, and The Accelerated Schools (“Client”).

RECITALS

- A. TES engages in the business of providing education, therapeutic, and consulting services to nonprofit and for-profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students at locations identified on Appendix B hereto (the “Service Locations”) or online.
- C. Client wishes to engage TES to provide certain services with respect to Client’s education and/or social service program (the “Program”) and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. **COMMENCEMENT DATE AND TERM**

This Agreement shall commence at 12:01 a.m. on July 1, 2023 (the “Commencement Date”), and shall continue until 11:59 p.m. on June 30, 2024 (the “Term”).

2. **SERVICES TO BE PROVIDED BY TES**

During the Term of this Agreement, TES shall provide the services described on Appendix C hereto in connection with the Program (the “Services”) to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the “TES Personnel”), according to the Client’s written or electronic Request for Service.

3. **ADDITIONAL SERVICES**

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

4. **CALENDAR**

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays without client written approval. Client must provide a copy of the client’s calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days’ notice of other closures or non-work days to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client’s students. Unless specifically stated in writing by Client, non-direct client services, such as IEP preparation and report writing may be billed on client-designated “teacher work days” and “in-service days”.

5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, upon request TES shall deliver such property of Client to Client, subject to Sections 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF CLIENT

- (a) Service Frequency & Duration. Client will notify TES of the agreed upon service provision by requesting the service in TES TotalView or through an Individual Service Agreement (ISA), and provide prior notice to TES of any changes to the service provision or termination of services by updating the request in TES TotalView or submitting a new ISA. Upon written request, TES will track IEP minutes utilizing the school's preferred tracking system such as SEIS, Welligent, or the like.
- (b) Student Records. During the term of this Agreement, Client shall provide TES with such Student records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP prior to provision of Services to students. For other students, written or electronic request is required as outlined in 6a above in order to provide non-IEP/IFSP services.
- (c) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving students in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (d) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (e) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student absences, difficulty contracting/serving students, and service refusal.
- (f) Facilities & Parking. TES will provide Services to Client at Client's facility, TES Clinics, agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including student attendance and progress notes. Client shall provide all TES employees assigned to serve Client's student access to an on-site computer with connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing. Parking will be made available to the assigned TES service provider if adequate and accessible street parking is unavailable. If Client is unable to provide parking to the TES personnel the Client will be invoiced for parking expenses on a monthly basis to cover incurred costs while on site providing services.
- (g) Access to WiFi. Client will provide TES service personnel with WiFi/internet accessibility while on site providing agreed upon services. If WiFi is unavailable due to network restrictions, the Client will be billed a monthly service charge for the provider to have access to WiFi through a mobile hotspot at \$50/month/provider and will be added to the monthly invoice for services.

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and the start and end time for each type of service provided. Services are documented electronically in TES' system. The client will determine additional documentation requirements before services commence.
- (i) Orientation. Client shall provide personnel with instructions regarding Client and facility policies. Orientation time will be billed to and paid by the Client according to the rates outlined in Appendix D. In the event Client requires Personnel to report to work prior to first day of scheduled assignment in order to fulfill any pre-employment requirements, Client will pay TES the personnel rate described on Appendix D for each hour spent by Personnel fulfilling such requirements.
- (j) California mandated breaks and rest periods. Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client agrees to pay for mandated breaks per the rates outlined in Appendix D. Client shall reimburse TES for any costs, including penalties, incurred by TES should Client fail to comply with this requirement.

7. **ADDITIONAL RESPONSIBILITIES OF TES**

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a). Client will incur additional costs for any health screenings and/or credentialing requested that is not set forth in this section (7a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student and/or the student's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 6(a)) below, which include TES TotalView and/ISA.). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (d) Attendance Reporting. TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to student in the Program.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.

- (g) Progress Reports. Upon request, TES shall provide Client with a progress report which shall identify current levels of performance of such student by agreed upon dates each school year.
- (h) Annual Reviews. For each student assigned to the Program by Client, TES shall provide Client with a progress report that shall identify current levels of performance and suggested goals of the student at least four (4) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(c) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.
- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student Records. TES Personnel shall review and familiarize themselves with student records such as IEP/IFSPs provided to TES pursuant to Section 6(b) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES may provide access to specific client information through its online portal, TES TotalView, and hereby grants to Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView, in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

Upon request, TES and Client shall agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
 - (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Special requests of additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create undue burden to TES. If the request requires a significant amount of time, a service charge will be added to each invoice to cover our out of pockets expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
 - (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall

give written notice to TES describing such dispute in reasonable detail within ten (10) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.

- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a finance charge equal to the greater of 10% or the highest maximum lawful rate per annum, which will be added to all outstanding amounts, compounded monthly. Client agrees to pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.
- (b) Time for Which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services and administrative support which consist of instruction or therapy to student in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, scheduling, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance, unless TES or the assigned TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been cancelled.
- (c) Permanent Placement. Upon Client's request TES will identify, qualify, and interview individuals pursuant to Client-specified job description for Client's direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD \$18,750 or 35% of such individual's annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.
- (d) Overtime. Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the Personnel rate or two (2) times the Personnel as indicated on the rate sheet as required by law.
- (e) Payment Address and Methods of Payment. Client will make all payments payable to: Total Education Solutions at 99 Pasadena Ave. Suite 10-C, South Pasadena, CA 91030, Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
 - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client's facilities in performance of TES' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
 - (ii) Workers' Compensation And Employers' Liability Workers' disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits

Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
- (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
 - (ii) Workers' Compensation and Employers' Liability Workers' disability compensation insurance which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits

Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

11. **INDEMNIFICATION**

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. **TERMINATION**

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
 - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
 - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

14. NO HIRE AGREEMENT

- (a) No Hiring by Client.
 - (i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or

any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").

- (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) twenty thousand (\$20,000.00), (B) 20% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 20% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.
- (b) Notification, Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all rights, titles and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall

return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(l).

- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the

case of electronic mail, the sender shall have delivered to both e-mail addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
99 Pasadena Ave, 10C
South Pasadena, CA. 91030
Attention: Dana Rivera, Contracts Administrator
Phone: 213-607-4338
E-mail: drivera@tesidea.com

If to Client: The Accelerated Schools
4000 S. Main Street
Los Angeles, CA 90037
Attention: Lenita Lugo, Director
Email: llugo@accelerated.org

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
 - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Los Angeles, California. The parties shall have full rights of discovery in any such arbitration, as set forth in the California Code of Civil Procedure, including section 1283.05 thereof.
 - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.
 - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
 - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
 - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duty authorized representatives to execute this Agreement as of the Commencement Date.

Total Education Solutions (TES)

Dana Rivera

Signature : _____ Date : 07-12-2023

Dana Rivera, Contracts Administrator

The Accelerated Schools (Client)

Stephen Dickinson

Legal Signature : _____ Date : 07-12-2023

Stephen Dickinson, Chief Business Officer

Appendix A
TES Contract Information

Contract Information

TES Main Contact: _____
Full name as it should appear on contract

Mailing Address: 99 Pasadena Ave 10C
Street Address Suite #

South Pasadena CA 91030
City State ZIP Code

Legal Signer: Dana Rivera Title: Contracts Administrator

Main Contact: _____ Title: Administrative Specialist

Phone Number: _____ Email: _____

Accounting/Payment Information

Attention: Billing Department

Address: 99 Pasadena Ave 10C
Street Address Suite #

South Pasadena CA 91030
City State ZIP Code

Email Address: billing@tesidea.com Phone Number: (323) 341-5580

TES Corporate Office Information

Address: 99 Pasadena Ave 10C
Street Address Suite #

South Pasadena CA 91030
City State ZIP Code

President/CEO: Meaghan Donahue Phone Number: (323) 341-5580 Email: mdonahue@tesidea.com

Appendix B

School Contract Information

Services to be provided at the following (x all that apply): School Site Online TES Clinic Other

Contract Information

Legal Name/DBA: The Accelerated Schools
Full name as it should appear on contract

Address: 4000 S. Main St
Street Address Suite #

Los Angeles CA 90037
City State ZIP Code

Legal Signer: Stephen Dickinson Title: Chief Business Officer

Legal Signer Email: sdickinson@accelerated.org Phone: _____

Main Contact: Lenita Lugo Title: Director

Phone Number: 213-241-8146 Email: llugo@accelerated.org

Name of SELPA: LAUSD

SELPA Director: Cherrisa Smith Email: cls1267@lausd.net

Invoice/Billing Information

Invoice: Select preferred invoice delivery method Mail Email Both

Attention: Stephen Dickinson

Address: 4000 S. Main St
Street Address Suite #

Los Angeles CA 90037
City State ZIP Code

Email Address: sdickinson@accelerated.org Phone: 323-235-6343

School Site(s) Information

School Site Name: The Accelerated Schools
Full name as it should appear on contract

Address: 4000 S. Main St
Street Address Suite #

Los Angeles CA 90037
City State ZIP Code

Main Contact: Caprice Wade Title: Program Specialist

Email Address: cwade@accelerated.org Phone Number: 323-235-6343

School Site Name: Accelerated Charter Elementary School
Full name as it should appear on contract

Address: 3914 S Main St
Street Address Suite #

Los Angeles CA 90037
City State ZIP Code

Main Contact: Karin Figueroa Title: Principal

Email Address:

kfigueroa@accelerated.org

Phone Number: 323-846-6694

School Site(s) Information Continued

School Site Name:

Wallis Annenberg High School

Full name as it should appear on contract

Address:

4000 S Main St

Street Address

Suite #

Los Angeles

CA

90037

City

State

ZIP Code

Main Contact:

Dr. Thomas Crowther

Title:

Acting Principal

Email Address:

tcrowther@accelerated.org

Phone Number:

323-235-6343

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone Number:

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone Number:

Appendix C

Services

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child’s IEP/IFSP; assisting in the establishment of the Child Find and student Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child’s level of functioning for the development of an initial IEP/IFSP or to evaluate the child’s annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Services model delivery based on IEP/IFSP goals.
- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, Vision Therapy, services for the Deaf and Hard of Hearing, School Nursing Services, School Counseling, Adapted Physical Education to those students of Client eligible therefore and assigned by Client to TES. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Service delivery model based on IEP/IFSP goals.
- VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student assigned by Client to TES. Services shall include the following:
 - Functional Behavior Analysis
 - Pre/post testing to establish baseline and progress data.
 - Establishment of Behavior Intervention Plans.
 - Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.
 - Daily, weekly, quarterly or annual progress reports as required.
 - Individual, small group services

- Service delivery model based on IEP/IFSP goals.

- VII. **Tutoring Services-** provide academic tutoring and enrichment services. Services shall include the following:
- Pre/post testing to establish baseline and progress data.
 - Establish individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly or annual progress reports as requested.
 - Individual and small group services.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VIII. **Compliance Review**—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child’s IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- IX. **Individual Plan Development**—provide administrative services to develop IEP/IFSPs/ITPs for eligible student in assigned caseload to ensure compliance with state and federal requirements.
- Write quarterly and/or annual progress reports as required.
 - Undertake other such Individual Plan development duties as determined by mutual agreement with the school.
- X. **Individual Plan Meeting Attendance** – Attendance by a TES representative at student ITP/IEP/IFSP meetings for all students assigned to TES, including students assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- XI. **Consultation** – Consultation services include in-service training for your general education staff; developing a Child Find and/or student Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent’s Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XII. **School Site** –in a space designated by the school and conducive to the service being requested. See Section 6(f) above.
- XIII. **TES Clinic Location** – services can be held at the TES Clinic sites upon request. Client must follow TES location policies and procedures which may include a consent form and parking fees.
- XIV. **Community Location** –services can be held at an agreed upon community location with advanced written notice.
- XV. **Online** – services can be held online using our HIPAA and FERPA compliant portal. Distance learning may include email, packets, video chat, phone calls, email, or other approved modes of service delivery. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation may be necessary to allow for successful implementation of this service delivery mode. Minimum technology requirements include high speed internet, webcam, speakers/phone. Video recording of sessions is strictly prohibited.
- XVI. **Blended Service Delivery Model**: clients may choose to utilize a blended program in which services are provided both online and in person.
- XVII. **Home-** In -home services will be reviewed on an individual basis and advanced written approval from both parties is required.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services (“DIS”) as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, “Extraordinary Services”), TES shall identify such student(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

Appendix D

Rate Schedule

Services	Individual per hour
Adapted Physical Education	\$135.00
Assistive Technology	\$135.00
Behavior Services – BCBA including FBA	\$125.00
Behavior Services - BID	\$85.00
Behavior Services - BII	\$56.00
Counseling and Guidance	\$110.00
Language and Speech	\$125.00
Nursing Services – Health Assessment <i>2-hour minimum</i>	\$135.00
Occupational Therapy	\$125.00
Physical Therapy	\$125.00
School Psychology	\$140.00
Specialized Academic Instruction	\$95.00
SPED Case Management & Assessment	\$120.00
Instructional Aide / Special Education Aide/ Behavior Aide (RBT)	\$56.00
Tutor (Title I funds and/or extracurricular)	\$62.00
Independent Educational Evaluation (IEE)	\$165.00

Other Service Fees		
Service	Description	Fee
Administrative Time	Documentation, session prep, and email	Hourly Rate
Breaks	CA-mandated breaks will be billed to school site for providers or assessors on site for more than 2 hours per day	
Consultation	Collaboration with school, parent and/or IEP team, conferences	
Drive Time	Requires advanced written agreement by both parties	
IEP Development/Attendance	Caseload setup, IEP review, progress reports, IEP attendance	
Interpretation/Translation	Call for rate	
On Call	Provider will charge for the entire time requested	
Professional Development	Call for proposal	
Program Planning	Lesson and session planning	
Single Service	An additional 20 minutes of administrative time per session will be added for single services at a school site	
School Closure	Power outage, natural disaster, unforeseen school closure, etc. without 24-hour notice	
No Show Virtual/Single Service	Cancellations made within 24 hours of scheduled service, assessment or meeting	
No Show on site	Cancellations made within 24 hours of scheduled service, assessment or meeting	½ of scheduled appointment

*A finance charge equal to the greater of 10% or the highest lawful maximum rate per annum, will be added to all invoices not paid within 30 days of the date the invoice was sent out.

Signature Certificate

Reference number: VNGJ2-3SZGM-EBKLG-URZJ4

Signer

Timestamp

Signature

Stephen Dickinson

Email: sdickinson@accelerated.org

Sent: 12 Jul 2023 00:56:29 UTC
Viewed: 12 Jul 2023 13:57:28 UTC
Signed: 12 Jul 2023 13:58:47 UTC



Recipient Verification:

✓ Email verified 12 Jul 2023 13:57:28 UTC

IP address: 156.3.165.235
Location: Los Angeles, United States

Dana Rivera

Email: drivera@tesidea.com

Sent: 12 Jul 2023 00:56:29 UTC
Viewed: 12 Jul 2023 00:58:25 UTC
Signed: 12 Jul 2023 15:28:42 UTC



IP address: 104.35.203.135
Location: Huntington Beach, United States

Document completed by all parties on:

12 Jul 2023 15:28:42 UTC

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