

AGREEMENT BETWEEN THE ACCELERATED SCHOOLS AND JSP EDUCATIONAL SERVICES LLC FOR THE PROVISION OF PSYCHO-EDUCATIONAL SERVICES ASSESSMENTS AND ACADEMIC EVALUATION ASSESSMENTS

This Agreement is entered into by and between The Accelerated Schools, hereinafter referred to as "District," and JSP Educational Services LLC, hereinafter referred to as "Contractor. "

This contract made this day of August 26, 2022, contains any and all agreements by and between District and Contractor. It is understood that Contractor will be providing Psychoeducational evaluation services assessments and Academic Evaluation Assessments to the District commencing on this date on a per diem" basis. Neither the Contractor nor the District is required to renew this contract in subsequent contract years.

Subject to the terms and conditions of this agreement, District engages Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. This agreement shall not render the Contractor an employee, partner, agent of, or joint venture partner with District for any purpose. District shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against District or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance, or employee benefits of any kind.

Duties may include, but are not limited to: review of academic records; assessments; assessment scoring; student observation; report writing; service provider consultation; drafting of IEP present levels, goals and services; and attendance at team meetings as requested. Contractor agrees to render services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principles of respective professional affiliations.

The District agrees to compensate Contractor at the following rates:

Academic Evaluation Assessments: \$1,500.00 flat rate

Psycho-educational evaluation services assessments: \$3,500.00 flat rate

Additional services to include but not limited to the following: drafting designated portions of IEP attendance at IEP, eligibility or other team meeting, service provision: \$135/hour

District agrees:

- ◆ To provide a suitable work area as well as technology required to administer assessments
- ◆ To maintain confidentiality of professional reports as required by state law or professional standards.
- ◆ Provide on-site staff for duration of service provision (e.g. administration of standardized testing) in case of in-person assistance required for technological purposes or student assistance. District will not hold Contractor liable for student physical wellbeing during service provision; District will provide appropriate supervision for the student while services are being rendered.
- ◆ To make payments to the Contractor within two weeks of receipt of invoice.
- ◆ To provide necessary information regarding each student to be serviced by the Contractor.
- ◆ To provide applicable information regarding district policies and procedures.

Contractor agrees:

- ◆ To obtain and keep in force all licenses, permits, and certificates necessary for the performance of this agreement and according to state guidelines.
- ◆ To be fully trained, experienced, competent and fully licensed to provide services required by this agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- ◆ To provide the school district with an itemized invoice, including Consultant name, consultant address, invoice date, invoice sequence number, name of school, period of service, number of hours of service, brief description of services provided, rate, and total payment requested via email before the 5th day of each month for all services provided the month prior (i.e. an invoice will be submitted on the 5th day of February for all services provided in January).
- ◆ LEA may at any time terminate this agreement upon written notice to contractor. LEA shall compensate contractor for services satisfactorily provided through the date of termination. In addition, LEA may

terminate this agreement for cause should contractor fail to perform any part of this agreement. In the event of termination for cause, LEA may secure the required services from another contractor.

- ◆ Other than as provided in this agreement, LEA's financial obligation under this agreement shall be limited to the payment of the compensation provided in this agreement. Notwithstanding any other provision of this agreement, in no event shall LEA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of in connection with this agreement for the services performed in connection with this agreement.
- ◆ To notify the LEA if contractor receives any information subsequent to execution of this agreement which might constitute a violation of said provisions.
- ◆ To perform the services in a professional manner, without the advice, control, or supervision of the LEA. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California School Districts, including Charter Schools. To hold harmless, indemnify, and defend LEA and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this agreement.
- ◆ To hold harmless, indemnify, and defend LEA and its elective Board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to contractor in connection with the performance of the agreement. This provision survives termination of this agreement.
- ◆ To submit all documentation according to IEP and eligibility deadlines as outlined by the District.
- ◆ To provide the school district with a copy of the licensure as requested.
- ◆ To maintain confidentiality of student records as required by state law and professional standards.
- ◆ All reports, files, and records relating to the business of District, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of District. Forms, documents, or other inventions created by the Contractor prior to or while under contract with District, outside of reports completed for the business of District, are the property of the Contractor.

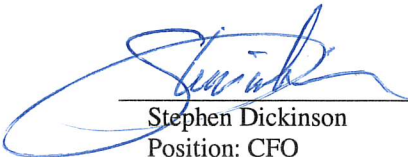
The above constitutes the entire agreement between District and Contractor with respect to its subject matter and may not be modified or amended except by a written instrument executed by both parties.

I agree to all stipulations of the above contract:

Lydia Morcos.

Lydia Morcos
Position: Owner/CEO JSP Educational Services

8/26/22
Date



Stephen Dickinson
Position: CFO

9-6-2022
Date