

AGREEMENT FOR SERVICE 2022-2023

A. **THIS AGREEMENT FOR SERVICE (this "Agreement")** dated this 16 day of May, 2022 BETWEEN

Los Angeles Leadership Academy Of 2670 N. Griffin Ave., Los Angeles, CA, 90031(the "Client")

- AND -

Maria Aimée Lopez Of 5911Allston Street, Los Angeles, CA 90022 (the "Service Provider")

BACKGROUND:

B. The Client is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Client.

C. The Service Provider is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follow

Services Provided

1. The Client hereby agrees to engage the Service Provider to provide the Client with services (the "Services") consisting of: Academic Assessor services. These services include:
 - SpEd Case Management
 - Academic Assessments
 - Academic IEP Write-up
 - Bilingual Academic Assessments
 - Individualized Transition Assessments
 - Individualized Transitional Service Supports
 - IEP Meetings
 - Special Education Strategic Planning and Implementation
 - Special Education Program Development and Improvement
 - Services for Emergent Bilingual Students with Disabilities

- 504 Caseload Management
- Accommodations and Modifications for classroom access
- Adapting Curriculum to meet the needs of students with disabilities
- Instructional Strategies to Support Struggling Students
- Online Support Services in Specialized Instruction
- Compliance Preparation
- Professional Development
- Parent Workshops

The services will also include any other tasks the parties may agree on, which must be pre-approved by the Client. The Service Provider hereby agrees to provide such Services to the Client.

2. It is agreed upon that services will be provided as follows: **based on school requests.**

Compensation

3. For the services rendered by the Service Provider as required by this Agreement, the Client will pay to the Service Provider compensation amounting to an hourly rate of **\$90 per hour for special education services.**
4. Client will be billed no later than the last day of the month, unless other arrangements are agreed upon.
5. This compensation will be payable to the Service Provider upon receipt of an invoice, unless other payment arrangements have been agreed upon in writing.

Term of Agreement

6. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for the 2022-2023 school year. This agreement can be terminated by either party with 30-day notice.

Performance

7. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Additional Compensation

8. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary

consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Capacity/Independent Contractor

9. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Client acknowledges that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
10. The Center's service providers are not employees, partners or agents of CHARTER SCHOOL; therefore, service providers will not be entitled to nor receive any benefits normally provided to CHARTER SCHOOL employees. CHARTER SCHOOL is not responsible for withholding applicable taxes from the Service Provider's compensation.
11. The client agrees to provide, for the use of the Service Provider in providing the Services, the following extras: CHARTER SCHOOL will allow the service provider to render services on campus. CHARTER SCHOOL agrees to provide access to a room suitable for service delivery, including testing, with a table and at least 2 chairs, access to a filing cabinet; access to a phone, fax, printer and copy machine for matters related to the provision of services; access to parking on or near campus; and access to an internet connection to log-on to Welligent for the documentation of services.

Reimbursement of Expenses

12. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Penalties/Compensation

13. In consideration for the services, Client shall compensate Maria Aimée Lopez at the rates set forth on section 3 which rates shall be subject to adjustment as provided in section 3 ("Compensation"). Compensation shall be payable by Client as follows:
 - (i) Within thirty (30) business days of the invoice date during the Term of this Agreement. Maria Aimée Lopez shall submit an invoice to Client for Services provided on the last day of such month at the rates described in section 3.
 - (ii) If Client has a good faith dispute with respect to whether a particular Service

identified by Maria Aimée Lopez invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to Maria Aimée Lopez describing such dispute in reasonable detail within ten(10) calendar days of the date of such invoice, accompanied by payment in full amount shown on such invoice that are not the subject of the dispute(s) described on such notice. Maria Aimée Lopez 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 Maria Aimée Lopez all records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, Maria Aimée Lopez or Client shall have the right to submit the dispute to mediation and arbitration in accordance with Section 15(j) below.

- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 1% interest on the outstanding balance, compounded monthly. Client also agrees to pay Maria Aimée Lopez all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

Performance Penalties

14. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Confidentiality

15. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Client, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Client. This obligation will survive indefinitely upon termination of this Agreement.

Return of Property

16. Upon the expiry or termination of this Agreement, the Service Provider will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Assignment

17. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

21. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability


22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Liability

23. The Provider will maintain and furnish current professional liability insurance in the amount of no less than \$1,000,000. per incident and \$2,000,000. aggregate.

The parties have duly executed this Service Agreement this 16 day of May , 2022

_____, Principal of Charter School


_____, Maria Aimée Lopez, Special Education Consultant