

The Aptus Group, Inc.

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 The Aptus Group Inc., a California Corporation located at: 1933 S. Broadway, Suite #1120, Los Angeles, CA 90007 (hereinafter, “APTUS” or “Independent Contractor”) and Los Angeles Leadership Primary Academy and Los Angeles Leadership Academy located at: 2670 Griffin Ave Los Angeles CA 90031 (hereinafter, “Client” or “Company”).

Recitals

- a) APTUS engages in the business of providing education, staffing and consulting services to nonprofit and for-profit education agencies. APTUS maintains a Non-Public Agency certification by the California Department of Education.
- b) Client is a California Public Charter School that offers academic services in Los Angeles County.
- c) Client wishes to engage APTUS to provide services with respect to Client’s general/special education program (the “Program”) and APTUS 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 on July 1st, 2022 (the “Commencement Date”) and shall continue until June 30th, 2023 (the “Term”).

2. SERVICES TO BE PROVIDED BY APTUS

During the Term of this Agreement, APTUS shall provide the services (the “Services”) described on Exhibit A to students assigned by Client and APTUS shall provide personnel, as may be reasonably necessary to provide the Services (the “APTUS Personnel”).

APTUS Personnel shall maintain auditable service logs. Such logs will be made available to Client, upon request, within ten business days. For purposes of this Agreement, the term “business

days” shall not include Saturdays, Sundays or holidays. Should APTUS not be able to provide such requested logs, APTUS will notify Client in writing, within ten business days.

3. ADDITIONAL SERVICES

At Client’s request, any services from APTUS in addition to the initial Services requested, will be provided once mutually agreed upon in writing.

4. CALENDAR

Services will not be provided by APTUS on Client holidays, Client breaks, or APTUS holidays. Client must provide a copy of the school calendar to APTUS prior to the commencement of this Agreement and provide at least five business days notice of school closures to avoid paying APTUS for missed sessions.

5. RECORDS

APTUS agrees that all files, documents, records, and materials created by APTUS in the course of providing the Services during the Term of this Agreement, other than APTUS’ internal and business documents, shall be the property of the Client. APTUS agrees that upon expiration or termination of this Agreement for any reason, APTUS shall deliver such property to Client, subject to Sections 10(c) and 11(e)(ii) below. Both during and after the Term of this Agreement, APTUS 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 APTUS or APTUS Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and the prevailing standards for the confidentiality of student and/or patient records. APTUS 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) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF CLIENT

a) IEPs. During the term of this Agreement, Client shall provide APTUS with such student records, including Individualized Education Programs (“IEP”), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, Services such as those provided by APTUS, cannot be delivered to students without IEPs. APTUS must verify an IEP prior to provision of Services to students. However, at the request of the Client, counseling may be provided to students without an IEP or who are on a 504 Plan.

b) Notice of IEP Meetings. Client shall provide APTUS with no less than ten (10) business days advance written notice of any and all IEP meetings involving students in the Program. For

purposes of this Agreement, the term “business days” shall not include Saturdays, Sundays, or holidays.

- c) Compliance with Laws. During the Term of this Agreement, APTUS and 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.
- d) Facilities. APTUS will provide Services to Client at Client’s facility, and Client shall provide a reasonable space that is necessary to provide the Services.
- e) Payment. Client shall compensate APTUS for the Services as provided in Section 8 below.
- f) Supervision. The services to be performed by employees provided by The Aptus Group Inc. will be performed under the direction, supervision and control of Client. Client will provide The Aptus Group Inc.’s employees with: (i) a suitable workplace which complies with all applicable safety and health standards, statutes and ordinances, (ii) all necessary information, training and safety equipment with respect to hazardous substances, and (iii) adequate instructions, assistance, supervision and time to perform the services requested of them.

7. ADDITIONAL RESPONSIBILITIES OF APTUS

- a) Qualifications, Credentials, Licenses. All APTUS Personnel will be qualified in all material respects to provide the Services on behalf of APTUS hereunder. All APTUS providers under this Agreement will hold a California certification or license appropriate for providing the requested service. APTUS shall provide Client with a list of all APTUS Personnel that will serve students enrolled in the Program. Such a list will identify the credentials or licenses held by each of the APTUS Personnel. APTUS shall notify Client within ten (10) business days of any change of APTUS Personnel who are providing Services directly to students under this Agreement. An officer of APTUS shall certify to Client that APTUS 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).
- b) Fingerprinting and TB Requirements. APTUS shall conduct such criminal background checks of all APTUS Personnel through the Department of Justice (“DOJ”) as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no APTUS Personnel working with students 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 APTUS Personnel described in Section 7(a) above shall identify those APTUS Personnel who have been so cleared by DOJ. APTUS shall ensure that all APTUS personnel have a recent clear TB results on file that must be renewed every four years.
- c) Commencement of Services. APTUS providers will contact students for the purpose of commencing services to such students in accordance with their IEPs within ten (10) business days

after written notification from the Client (in one of the manners permitted by Section 15(f) below, which include facsimile and electronic mail). APTUS shall have (10) business days following such notification to notify Client in writing if APTUS is unable to commence Services to a student due to the type of service requested or because the service requested is not otherwise consistent with the obligations of APTUS set forth in this Agreement.

d) Attendance Reporting. APTUS shall keep accurate records of student attendance and time spent by APTUS Personnel in providing Services to students in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 8 below.

e) Program Monitoring. APTUS shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe students in the instructional setting, to interview the APTUS Personnel providing instruction or therapy, and to review the progress of such students, provided that APTUS shall be compensated (in accordance with Section 8) for all time spent by APTUS Personnel in such interview and review processes.

f) Progress Reports. For each student assigned to the Program by Client, APTUS shall provide Client and the applicable parent(s) with a written progress report, which shall identify current levels of performance and suggested goals of such student by agreed upon dates each school year.

g) Annual Reviews. For each student assigned to the Program by Client, APTUS shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student at least five (5) business days prior to scheduled IEP meetings provided that APTUS has been given no less than ten (10) business days advance written notice of such IEP meetings as required by Section 6(b) above.

h) Compliance with Laws. During the term of this Agreement, APTUS 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.

i) Equal Treatment. APTUS and its employees shall not discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.

j) Familiarity with IEPs. APTUS Personnel shall review and familiarize themselves with IEPs provided to APTUS pursuant to Section 6(a) above. APTUS Personnel shall review and become familiarized with documents provided to APTUS by Client or otherwise made available to APTUS relating to the individual needs of students in the Program, including but not limited to evaluations, reports, observations, and family history.

8. COMPENSATION AND METHOD OF PAYMENT

a) Compensation. In consideration for APTUS Services, Client shall compensate APTUS at the rates set forth on Exhibit B. Compensation shall be payable by Client as follows:

- i. Within thirty (30) business days of the invoice date during the Term of this Agreement. APTUS shall submit an invoice to Client for Services provided weekly, bi-weekly or monthly at its discretion at the rates described in Exhibit B.
- ii. If Client has a good faith dispute with respect to whether a particular Service identified in an APTUS invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to APTUS describing such dispute in reasonable detail within ten (10) business 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. APTUS and Client shall use their best reasonable good faith efforts to resolve such dispute within the ten (10) business days period following such notice, and Client will provide to APTUS all records relevant to the disputed charges. If such dispute cannot be resolved within such ten (10) day period, APTUS or Client shall have the right to submit the dispute to mediation or arbitration pursuant to Section 15(k).
- iii. For payments not received within thirty (30) business days as described in paragraph (i) above, Client shall pay a late charge of the highest rate permitted by law not to exceed one percent (1%) monthly, compounded monthly until paid in full. Client also agrees to pay APTUS all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.
- iv. APTUS reserves the right to suspend services to any Client that has outstanding invoices that are more than sixty (60) days past due.

9. REPORTING TIME PAY

- a) Reporting time pay. In addition to the hours an The Aptus Group Inc. employee actually works, California law requires that The Aptus Group Inc. to pay “reporting time pay” when an The Aptus Group Inc. employee reports for his or her regularly scheduled assignment with the Client, but Client does not put The Aptus Group Inc. employee to work. The Aptus Group Inc. will bill the Client in the event it must pay a “reporting time pay.” The Aptus Group Inc. Reporting time pay is not considered wages, and is not counted as hours worked for purposes of determining overtime.
- b) Requirements. The specific requirements for reporting time pay are:
 - i. Each workday an The Aptus Group Inc. employee is required to report to work, but is not put to work or is furnished with less than half of his or her usual or scheduled day’s work, The Aptus Group Inc.’s employee must be paid for half the usual or scheduled day’s work, but in no event no less than two hours nor more than four hours, at his or her regular rate of pay.
 - ii. If an Aptus employee is required to report to work a second time in any workday (split shift) and is furnished less than two hours of work on the second reporting, he or she must be paid for two hours at his or her regular rate of pay.

- c) Exemptions. No reporting time pay is due:
- i. When the Client's operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
 - ii. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.
 - iii. When the interruption of work is caused by an Act of God or other cause not within the employer's control, for example, an earthquake.
 - iv. If The Aptus Group Inc. employee is not fit to work.
 - v. If The Aptus Group Inc. employee has not reported to work on time and is fired or sent home as a disciplinary action.
 - vi. If an unexpected or unusual occurrence during off hours makes it impossible for the Client to open for business and the Client has made every reasonable effort to notify employees not to report to work.

10. INSURANCE

- a) Insurance Obligations of APTUS. APTUS shall procure and maintain the following insurance while this Agreement is in effect:
- i. General and Professional Liability. General and professional liability insurance covering all activities of APTUS Personnel at Client's facilities in performance of APTUS' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Two Million Dollars (\$2,000,000) annual aggregate per incident, and Three Million Dollars (\$3,000,000) excess liability policy for a maximum of Five Million Dollars (\$5,000,000) per aggregate limit. APTUS agrees to provide Client with a Certificate of Insurance naming Client as an additional insured on such general and professional liability insurance policy.
 - ii. Worker's Compensation. Worker's compensation insurance covering each APTUS employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
- b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
- i. General and Professional Liability. General and professional liability insurance covering all activities of Client and Client Personnel at Client's facilities in performance of Client's obligations under this Agreement with coverage of not less than One Million Dollars

(\$1,000,000) for any incident, and Two Million Dollars (\$2,000,000) annual aggregate per incident and Three Million (\$3,000,000) excess liability policy for a maximum of Five Million Dollars (\$5,000,000) per aggregate naming The Aptus Group as additionally insured.

ii. Worker's Compensation. Worker's disability compensation insurance covering the activities of each Client employee providing services to students in the Program, which insurance shall comply with all applicable legal requirements.

11. INDEMNIFICATION

a) Indemnification by APTUS. APTUS shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all third party liabilities and claims for damages for death, illness, or injury to persons or damage to property arising from the fulfillment of APTUS' obligations hereunder and resulting from the negligence or willful misconduct of APTUS or its agents, employees, or subcontractors.

b) Indemnification by Client. Client shall defend, indemnify, and hold harmless APTUS and its officers, directors, agents, and employees from all third party liabilities and claims for death, illness, or injury arising to persons or damage to property arising from Client's operation of its business and resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than APTUS).

c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 10 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 10 (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 there from, 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 10 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 thirty (20) business days prior written notice.

b) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,

i. APTUS will, within twenty (20) business days of termination, present a final invoice for all APTUS Services provided through the effective date of termination, which shall be due and payable in full within ten (10) business days of delivery to Client, subject to Section 8(a)(iii) above.

ii. APTUS shall, upon receipt of the final notice, turn over to Client all records Client maintained by or under the control of APTUS explicitly provided that all such records may be copied and copy retained by APTUS.

c) All obligations of the parties, except for those described in this Section 11 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

a) APTUS agrees to perform the Services hereunder solely as an independent contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. APTUS is not authorized to enter into or commit the Company to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of Client.

b) Further, the Independent Contractor shall not be entitled to participate in any of Client's benefits, including without limitation any health or retirement plans. Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

c) Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Independent Contractor or any other person consulted or employed by Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility.

14. NO HIRE AGREEMENT

a) No Hiring by APTUS

i. APTUS agrees that during the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason (the “No Hire Period”), neither APTUS nor any person who serves as an officer, director, employee, or agent of APTUS during the term of this Agreement (“APTUS-Affiliated Person”) shall, without the advance written consent of Client (which Client may grant or deny in its sole and absolute discretion), hire, employ, or contract with any person(s) employed by Client at any time during the twelve (12) months preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with APTUS or any other person or entity.

b) Non-Solicitation of APTUS Personnel

i. Client understands and acknowledges that APTUS invests substantial resources in recruiting and training its employees. Client agrees that during the term of this Agreement, Client or 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”) will not disrupt or interfere with the business of APTUS by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees of APTUS, or otherwise inducing the termination of employment of any employee of APTUS. It is not a violation of this provision to publicly post a job opening. Client also agrees and covenants not to use any of APTUS’s trade secrets and/or confidential information to directly or indirectly solicit the employees of APTUS.

ii. In the event that Client breaches its contractual obligations under this Non-Solicitation clause, Client agrees to pay Liquidated Damages in the amount of ten thousand dollars (\$10,000.00) for each occurrence. Client agrees to pay the Liquidated Damages within ten (10) calendar days of receiving an invoice from APTUS. For payments not received within ten (10) business days, Client shall pay a late charge of the highest rate permitted by law not to exceed one percent (1%) monthly, compounded monthly until paid in full. Client also agrees to pay APTUS all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

c) Recruiting Fee for Hiring of APTUS Personnel by Client

i. Client agrees that during the term of this Agreement, Client shall provide prior written notice to APTUS before it or any Client-Affiliated Person hires, employs, or contracts with any APTUS Personnel or any other person(s) employed by APTUS at any time during the twelve (12) months immediately preceding such hiring, employment, or contracting to become employed by or to contract with Client or any other person or entity. Client agrees to pay to APTUS a Recruiting Fee (as defined 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 term of this Agreement (herein, a “Hired APTUS Worker”).

ii. The Recruiting Fee for each Hired APTUS Worker, will be the greater of (A) ten-thousand dollars (\$10,000.00), or (B) 20% of the Hired APTUS Worker’s annual salary at the time of termination of his or her employment or contract with APTUS. The Recruiting Fee shall be additional compensation due to APTUS under Section 8 herein, shall be invoiced to Client in accordance with Section 8, and shall be due and payable in full within ten (10) calendar days.

iii. For payments not received within ten (10) business days, Client shall pay a late charge of the highest rate permitted by law not to exceed one percent (1%) monthly, compounded monthly until paid in full. Client also agrees to pay APTUS all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

c) Notification, Costs. Upon a breach of any party’s obligations under this Section 13, 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 13. Each party will notify the other party in writing immediately upon any breach of this Section 13 of which it is aware.

d) Survival. The obligations of the parties under this Section 13 shall expressly survive the expiration or termination for any reason of this Agreement.

15. CONFIDENTIALITY

a) APTUS Proprietary Information. Client acknowledges and agrees that APTUS owns all right, title and interest in and to the APTUS materials and APTUS 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 (all individually and jointly referred to as “APTUS Proprietary Information”). Client shall maintain the confidentiality of all such APTUS 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 APTUS 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 APTUS, use the APTUS 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 APTUS Proprietary Information and shall return to APTUS all manifestations and copies thereof in Client’s possession or control except to the extent Client is allowed continued use of completed forms.

b) Client Proprietary Information. APTUS acknowledges and agrees that in the course of performance of its obligations under this Agreement, APTUS 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 APTUS shall have no right, title or interest therein. APTUS 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. Upon termination of this Agreement for any reason, APTUS shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in APTUS’ possession or control except to the extent that the information is retained for APTUS’ internal and business records.

c) Survival. The obligations of the parties under this Section 14 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 APTUS 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:

If to APTUS: The Aptus Group, Inc.
1933 S. Broadway, Suite #1120
Los Angeles, CA 90007
Attention: Cinthya Vodanovich, Director

E-mail: vodanovich_cinthya@theaptusgroup.com
Phone: (562) 869-0900

If to Client: Los Angeles Leadership Academy
2670 Griffin Ave
Los Angeles, CA 90031
Attention: Tina Butler, Chief Operations Officer
E-mail: tbutler@laleadership.org
Phone: (213) 381-8484

- g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 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.
- j) 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.
- k) Arbitration. Except for actions seeking injunctive relief, any controversy, claim, or dispute arising or relating to this Agreement, or the construction, interpretation, breach, termination, and enforceability or validity thereof, shall be resolved by binding arbitration before either JAMS or ADR Services, Inc. The venue for such arbitration shall be in Los Angeles, California. The arbitrator shall not award punitive damages.
- l) Attorneys' Fees. In any legal or arbitration proceeding involving any dispute or claim arising out of or related to this Agreement, the prevailing party in such proceeding shall recover reasonable attorneys' fees and costs incurred in connection with any such proceeding and the prevailing party's share of the arbitrator's fees and similar costs of the arbitration.
- m) The provisions of this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.



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

The Aptus Group, Inc.

Signature: _____
Cynthia Vodanovich, Director

Date: _____

Los Angeles Leadership Academy

Signature: _____
Tina Butler, Chief Operations Officer

Date: _____

Exhibit A

Services

- a) Evaluations/Assessments — Upon written request by Client, APTUS shall conduct initial assessments as well as re-evaluations required by Federal and State law and regulations in order to determine student's level of functioning for the development of an initial IEP or to evaluate the student's annual or three year progress on his/her IEP. All assessments will be conducted by appropriately licensed and/or credentialed personnel. APTUS will provide a written report of such assessments in compliance with Federal and State laws and regulations.
- b) Individual Plan Development — Upon written request by Client, provide administrative services to develop IEPs for eligible students to ensure compliance with State and Federal requirements. Such administrative services shall include:
- i. Written progress and annual reports; and
 - ii. Other such Individual Plan development duties as determined by mutual agreement with the Client.
- c) Individual Plan Meeting Attendance — Client agrees to include APTUS special education providers or an APTUS representative, in all IEP meetings for all students assigned to APTUS, including students assigned to APTUS for evaluations/assessments. Requests for attendance at these meetings by one or more APTUS representatives must be made in writing no less than ten (10) business days prior to such meetings. Attendance by an APTUS representative may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client. Attendance by one or more APTUS Representatives will be billed per hour per specialist in accordance with Section 8 of the Agreement.
- d) Special Education Services – Upon written request by Client, APTUS shall provide all special education services to those students of Client eligible therefore and assigned by Client to APTUS, which shall include the following:
- ii. Review of Individual Plans and/or related student records.
 - iii. Pre- and post-testing to establish baseline and progress data.
 - iv. Establishment of individual goals and objectives as necessary.
 - v. Individual, small group services OR collaborative/integrated services (full-inclusion).
 - vi. Consultation with parents, teachers, and administrators.

Exhibit B

Compensation Schedule

Rates per Hour

Subject to individual services or group services

Services (Assessment & therapy)

	Individual	Group
School Psychology	\$120/hr.	N/A
Speech and Language Pathology	\$125/hr.	\$70/hr./student
Speech and Language Pathology Aide	\$70/hr.	\$40/hr./student
Deaf and Hard of Hearing Services	\$125/hr.	\$70/hr./student
Behavior Therapy: BID	\$120/hr.	N/A
Behavior Therapy: BII	\$50/hr.	N/A
Mental Health: ERICS & ERMHS	\$120/hr.	N/A
Occupational Therapy	\$140/hr.	N/A
School Counseling	\$95/hr.	\$55/hr./student
Credentialed School Nursing	\$105/hr.	N/A
Adapted Physical Education	\$120/hr.	\$65/hr./student

Regular individual per hour rate applies to all report writing, servicing the students, evaluations, Welligent input, observations, attending/participating in IEP meetings, interviewing parents, discussions with general education teachers and providing survey results and reports.

Group pricing applies only to group therapy services.

Other services will be added as requested once rates are discussed and approved.