



the Association of Personalized Learning Schools & Services

Every Child’s Learning is Personal

CONTRACT SERVICES AGREEMENT

SERVICES OF CONTRACTOR

Jeff Rice, Director, and doing business as *APLUS+*, the Association of Personalized Learning Schools & Services (“Contractor”), hereby enters into an Independent Contractor Services Agreement with

Excel Academy (“Client”) and agrees to perform the services described in Exhibit “A” (the “Services”) attached to this Agreement.

Contractor will determine the method, details, and means of performing the Services.

Contractor may, at Contractor’s own expense, use employees or other subcontractors to perform the Services under this Agreement.

COMPENSATION

Client agrees to pay Contractor \$ 14,750.00 * _____ for the Services, as set forth below. See *APLUS+* Menu of Services and *APLUS+* Fee Schedule and Terms attached as Exhibit “A” and incorporated by reference into this Agreement.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

TERM OF AGREEMENT

This Agreement will become effective on (date) July 1, 2023.

This Agreement is in effect for the duration of the 2023-2024 school year, scheduled to end on June 30, 2024, and will terminate on the completion of the Services or until terminated as set forth below. See *APLUS+* Menu of Services. (Exhibit “A.”).

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the notice, or

five (5) days from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this Agreement shall include but not be limited to the following:

1. Nonpayment of compensation by Client after twenty (20) days written demand for payment.

This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; or (c) death of either party.

RELATIONSHIP OF THE PARTIES

Contractor enters into this agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Client as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to Client's employees including worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, worker's compensation for any Contractor employee engaged during the term of this agreement, or other insurance as well as licenses and permits usual or necessary for performing the Services.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation pursuant to this agreement. Contractor indemnifies Client for any claims, losses, costs, fees, liabilities, damages or injuries suffered by Client arising out of Contractor's failure to pay this specific tax obligation.

Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons, or companies as Contractor sees fit.

REPRESENTATIONS AND INDEMNITIES

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Client. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from Client. Contractor shall have sole discretion and control of Contractor's services and the manner in which performed.

Contractor and Client shall and do hereby indemnify, defend and hold harmless each other, and their officers, directors, and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that either party may incur or suffer that result from, or are related to any breach or failure of either party to perform any of the representations, warranties and agreements contained in this Agreement.

Contractor further agrees to maintain a general liability insurance policy in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's authorized employees or authorized agents, if any, during the performance of the Services.

OWNERSHIP OF INTELLECTUAL PROPERTY

Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items provided to Contractor by Client during the course of this Agreement and arising from the Services ("New Developments") shall be and are assigned to Client as its sole and exclusive property. On Client's request, Contractor agrees to assist Client, at Client's expense, to obtain patents or copyrights for such New Developments provided by Client to Contractor, including the disclosure of all pertinent information and data, the execution of all applications, specifications, oaths, and assignments, and all other instruments and papers which Client shall deem necessary to apply for and to assign or convey to Client, its successors and assigns or nominees, the sole and exclusive right, title and interest in such New Developments. Contractor is not obligated to provide legal services to assist Client to obtain patents or copyrights. Contractor agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to these terms with regard to Proprietary Information and New Developments.

The written, printed, graphic, or electronically recorded materials furnished by Client for use by Contractor are Proprietary Information and the property of Client. Proprietary Information also includes, but is not limited to, specific customer requirements, customer and potential customer lists, including information concerning Client's employees, agents or divisions, and pricing information.

Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or know-how belonging to Client, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's services to the Client, or at the request of Client before termination, Contractor shall deliver to Client all material in Contractor's possession relating to Client's business. The obligations concerning Proprietary Information extend to information belonging to customers and suppliers of Client about whom Contractor may have gained knowledge as a result of performing the Services.

Contractor shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of this Agreement, or any extension of it, for any reason, either directly or indirectly call on, solicit, or take away any of Client's customers or potential customers about whom Contractor became aware as a result of Contractor's Services to the Client, either for Contractor or for any other person or entity.

MISCELLANEOUS PROVISIONS

The attached APLUS+ Menu of Services and Fee Schedule and Terms (Exhibit A) is incorporated by reference and a part of this Agreement. Miscellaneous adjustments and/or provisions to this Agreement are as follows:

*Membership fee reflects a \$250 early payment discount from the standard membership Azure level fee of \$15,000 based on the current student enrollment of 1622 students if paid in full no later than May 31, 2023.

Notices and or demand shall be sent to each party at the following addresses until further notified in writing.

Contractor Contact Information:

Jeff Rice, Director
APLUS+
18820 Lodestone Court
Penn Valley, CA. 95946

Client Contact Information:

The foregoing is agreed to by:



Dated: 03/29/23 _____

Contractor

Dated: _____

Client