
**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CONTRACTOR and COMMUNITY SCHOOL FOR CREATIVE
EDUCATION**

Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Ascend Rehab Services Inc. (hereby referred to as CONTRACTOR) and the Community School For Creative Education (CSCE) (hereby referred to as COMPANY) for the 2023-24 School Year.

Purpose. The purpose of this MOU is to establish the terms and conditions under which they will meet and function. The Contractor agrees to render services by providing OT/SLP to CSCE.

Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force. This MOU may be terminated, without cause, by either party upon a 60-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

The Contractor will provide the following services to CSCE. The **rates** for each service are as listed below:

- Occupational Therapist: **\$94/hour**
 - Speech Language Pathologist (SLP): **\$101/hour**
 - Speech Language Pathologist Assistant. (SLPA): **\$83/hour**
 - Virtual Speech Language Pathologist (SLP): **\$95/hour**
 - Instructional Aide (IA): **\$45/hour**
- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- C. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

NON-DISCRIMINATION

CONTRACTOR and COMPANY shall not unlawfully discriminate on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation, in employment or operation of its programs.

ATTENDANCE

CONTRACTOR shall attend District mandated meetings when they are conducted on the days that the staff is on site. Ascend's staff will be at school site for 8 hours per day as agreed by both parties for school year.

FINGERPRINT CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section for completing fingerprinting as required for the school site.

STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by COMPANY to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent.

INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by email any accident or incident report to all parties involved.

SEXUAL HARASSMENT

CONTRACTOR shall not conduct those actions, behaviors that constitutes sexual harassment and that is prohibited by the training and policy, as well as per federal and state law.

ENROLLMENT, ATTENDANCE REPORTING, AND BILLING PROCEDURES

COMPANY shall assure that the school or agency has the necessary financial resources to pay the CONTRACTOR in full for services provided.

CONTRACTOR shall submit accurate and timely invoices and related documents 2 times each month for each calendar month when education or related services were provided. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. CONTRACTOR shall correct deficiencies and submit rebilling invoices if needed no later than thirty (30) calendar days after the invoice is returned. If COMPANY fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the services to be 'on hold'.

COMPENSATION

In consideration of all services to be rendered by Contractor to the Company, the Company shall pay the Contractor no later than thirty (30) days after submission of the invoices

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

NON-HIRE AGREEMENT

This Agreement, when signed and witnessed below, shall constitute an agreement regarding defined non-hire of Ascend employees directly at the respective school site or sites place for a period of 3 years after the termination of their contract. Throughout the duration of this agreement the Company will not in any manner, engage in hiring Ascend staff, elicit or recruit them for any of their sites. The recipient warrants and guarantees that throughout the duration of this agreement and for a period not to exceed 3 years following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly recruit or hire Ascend employee who is placed at the site (s).

INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if there should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach

GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of California. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Hire Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

Ascend Rehab Services, Inc

Address: 29516 Kohoutek Way

Union City, California 94587

(SIGNATURE)

Swati Shah, CEO and Founder

(NAME AND TITLE)

(DATE)

Community School For Creative Education

Address: 2111 International Blvd.

Oakland, California 94606

(SIGNATURE)

(NAME AND TITLE)

(DATE)