



The Aptus Group, Inc.

Agreement for Educational Staffing Services

THIS AGREEMENT FOR EDUCATIONAL STAFFING (“Agreement”), dated 8/01/2022, is between The Aptus Group Inc., a California Corporation located at: 1933 S. Broadway, Suite #1120, Los Angeles, CA 90007 (hereinafter, “APTUS”) and TEACH Preparatory Elementary located at: 8505 S. Western Ave, Los Angeles, CA 90047 (hereinafter, “Client”).

1. DESCRIPTION, LOCATION AND PRICING OF SERVICES

The Aptus Group Inc. will assign its employees to Client to provide education-related services at the location(s) and for the pricing described in Exhibit A. The pricing structure in Exhibit A is intended to be between The Aptus Group Inc. and Client. Client will be permitted to use Exhibit A in connection with its business operations, response to California Public Records Act requests, and other uses as required by law.

2. THE APTUS GROUP INC.’S RESPONSIBILITIES

a) Generally

The Aptus Group Inc. will recruit, interview, select, hire and assign employees to Client to provide education related services requested by Client. The Aptus Group Inc. will further conduct any additional screening requested by Client and mutually agreed upon by The Aptus Group Inc. and Client.

The Aptus Group Inc. and Client hereby expressly agree that The Aptus Group Inc. will provide Client with staff which have appropriate licenses, certifications, qualifications, and other requirements necessary to perform the services, including but not limited to, criminal background checks and tuberculosis test consistent with applicable law and Client’s Vendor Certification form, which shall be submitted to Client before any The Aptus Group Inc. employee is allowed on Client premises. The Aptus Group Inc. will request and receive subsequent arrest notifications for its employees from the California Department of Justice (“DOJ”) to ensure no employee assigned to Client has committed a serious or violent felony and to ensure ongoing safety of students.

As the employer, The Aptus Group Inc, will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (i.e., sick pay and holiday pay, or any other(s) specified in exhibit A) directly to its employees; (v) provide for liability and fidelity insurance as specified in Section 12 below; (vi) pay necessary unemployment insurance taxes; and (vii) provide workers’ compensation insurance coverage in amounts as required by law.

Client remains sole discretion to remove The Aptus Group Inc. employees. At Client’s request, The Aptus Group Inc. will promptly replace any of its employees assigned to Client deemed

unsatisfactory by Client; and if Aptus unable to do so, Client will deduct from Aptus costs provided, that this Agreement will in no way affect the right of The Aptus Group Inc., in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

b) Compliance

In connection with the performance of this Agreement, The Aptus Group Inc. will comply with all applicable laws, regulations and orders, including, but not limited to, Equal Employment Opportunity Commission and Fair Employment and Housing Act laws and regulations, the Fair Labor Standards Act, the Immigration Reform and Control Act, California Labor Code, and criminal history record check laws.

c) Employees on Assignment

The employees assigned to Client under this Agreement shall remain employees of The Aptus Group Inc. The Aptus Group Inc.'s employees shall not be eligible for tenure with Client or be entitled to participate in any of Client's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay or other similar plans, programs and agreements, whether reduced to writing or not.

d) The Aptus Group Inc. Guaranty

The Aptus Group Inc. guarantees that the employees it assigns to Client will satisfactorily perform the services ordered by Client. If such services are not performed satisfactorily, The Aptus Group Inc. will, upon reasonable written notice from Client, furnish a replacement as soon as possible, which shall be Client's sole and exclusive remedy, except for The Aptus Group Inc.'s indemnity obligations under Section 15 below.

3. CLIENT'S RESPONSIBILITIES

a) Generally

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. Client shall ensure that The Aptus Group Inc. employees shall not have sole supervision of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications. Client shall also provide The Aptus Group Inc. employees with all necessary site- specified information and training, including but not limited to emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary action, and confidentiality of student records and information. Client shall be responsible for The Aptus Group Inc. employees: (i) working in situations lacking inappropriate internal controls and safeguards, or (ii) handling cash, negotiables, valuables, merchandise, credit cards, check-writing materials, keys or similar property, merchandise, credit cards, check-writing materials, keys or similar property.

Client remains sole custodian of its educational facilities and premises to which The Aptus Group Inc. employees are assigned to work hereunder.

Client shall be solely responsible for any bodily claims asserted against The Aptus Group Inc. or its employees by students, their parents or representatives, Client personnel or business invitees, or other third parties, except to the extent that such claims are based on the negligence or intentional acts of The Aptus Group Inc. or the failure of The Aptus Group Inc. full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of The Aptus Group Inc. employees assigned to Client.

Where an Aptus employee is assigned to perform work involving any Client's computer systems, Client will be responsible for maintaining a current backup copy of any data associated with those systems. All records concerning Client's students to which The Aptus Group Inc. employees have access while assigned to Client shall be owned by Client to extent permitted by law. Client shall have appropriate written internal control procedures for ensuring the confidentiality of all Client's student records and appropriately limiting The Aptus Group Inc. employees' access to such records.

Client agrees to provide The Aptus Group Inc. with detailed information about the assignment duties that The Aptus Group Inc. employees will have and also agrees to use The Aptus Group Inc. employees only in the capacities for which Client has requested them to. Client agrees not to substantially change any The Aptus Group Inc. employee's assignment duties without giving The Aptus Group Inc.'s prior written notice and receiving their consent. Client agrees that The Aptus Group Inc. employees shall not be given any duties to be performed outside of Client's premises without The Aptus Group Inc.'s prior notice and consent. Further, Client agrees to comply with any restrictions The Aptus Group Inc. advises Client of regarding any restrictions on the responsibilities Client assigns to The Aptus Group Inc. employees.

Client agrees to give The Aptus Group Inc. prompt written notice of any concern or complaint about the conduct of an The Aptus Group Inc. employee assigned to Client. Client will give such notice no later than the end of the same day that it learns of the concern or complaint. Client also agrees to permit The Aptus Group Inc. to actively participate in Client's investigation of such a concern or complaint.

b) Compliance

In connection with the performance of this Agreement, Client will comply with its obligations under all applicable laws, regulations and orders, including, but not limited to, laws relating to employment discrimination. Further, Client represents that its actions under this Agreement so not violate its obligations under any agreement that Client has with any labor union.

Client represents that The Aptus Group Inc. responsibilities set forth in this Agreement regarding substitute teacher screening, compensation, and the like are consistent with or do not violate any state or municipal requirement, or school board, or school district policy or practices that the Client is subject to when the Client directly employs substitute teachers. Client also represents that it has

disclosed to The Aptus Group Inc. all screening requirements that Client would use for the position covered by this Agreement if the Client were directly employing individuals in such positions.

4. PAYMENT FOR SERVICES

In consideration of The Aptus Group Inc.'s performance, Client will pay The Aptus Group Inc. in accordance with the pricing set forth in Exhibit A. The Aptus Group Inc. will invoice Client weekly at the address set forth above or at any other address that Client designates. Payment will be due upon Client's receipt of The Aptus Group Inc. invoice. In the event of termination of this Agreement, Client will pay The Aptus Group Inc. promptly for services performed up to the time of termination. The Aptus Group Inc. time cards signed as provided in Section 9 below will be conclusive as to the number of compensable hours worked by each The Aptus Group Inc. employees assigned to Client.

5. TERM; TERMINATION

The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. The Aptus Group Inc. reserves the right, however, to terminate this Agreement immediately in the event of nonpayment for services rendered. In the event of termination, this Agreement will continue to govern the parties and obligations with respect to services performed prior to termination.

6. THE APTUS GROUP INC. TEMP-TO-PERM OPTION

At Client's request, The Aptus Group Inc. will provide The Aptus Group Inc. Temp-To-Perm Option in which The Aptus Group Inc. will provide candidates for employment on a full or part-time basis by Client for consideration by Client for up to a 90 work day (6 hours per day) trial period. During the trial period, candidates will be placed on The Aptus Group Inc.'s payroll and provided pursuant to the terms of this Agreement. At or after the end of the 90 work day trial period, Client may hire the candidate. Pricing for this service is provided in Exhibit A.

7. THE APTUS GROUP INC. EXPRESS SERVICE

The Aptus Group Inc. will provide candidates to be considered for immediate hire by Client on a full or part-time basis. Upon employment of an The Aptus Group Inc. furnished candidate, Client agrees to pay a direct fee as provided in Exhibit A.

8. HIRING OF TEMPORARY EMPLOYEES

If Client directly or indirectly hires an The Aptus Group Inc. temporary employee outside of The Aptus Group Inc. Temp-to-Perm service, Client will pay a fee to The Aptus Group Inc. as provided in Exhibit A.

9. INVOICE REVIEW

Client agrees to review documentation of time worked by The Aptus Group Inc.'s employees with invoice billing for corresponding hours. Client will have thirty (30) business days to notify The Aptus Group Inc. in writing of any apparent discrepancies. Invoices will be presumed accurate if written notification is not received from Client within thirty (30) business days of receipt of invoice.

10. ADJUSTMENT TO PRICING

At least annually during the term of this Agreement the parties will review the pricing provided in Exhibit A and agree upon such adjustments as may be necessary to meet market conditions and the level of services requested by Client. If The Aptus Group Inc. increases the pricing provided in Exhibit A, Client reserves the right to terminate the Agreement before the increased prices become effective. The pricing in Exhibit A will be adjusted by The Aptus Group Inc. to reflect increases in wage and/or related tax, benefit and other costs incurred by The Aptus Group Inc. during the term of this Agreement as the direct result of any determination, order or action by or under any applicable governmental authority, collective bargaining agreement or insurance or benefit program. If recalculation is required because Client failed to disclose to The Aptus Group Inc. information about Client's business which impacts The Aptus Group Inc.'s obligation to pay wages, taxes, or benefits with respect to its employees, Client will be responsible for The Aptus Group Inc.'s reasonable administrative costs in connection with the recalculation. Unless otherwise provided by law, any sales or use tax on the services provided under this Agreement or prices set forth in Exhibit A will be added to the invoiced amount and paid by Client to The Aptus Group Inc.

11. OVERTIME PAY

The Aptus Group Inc. temporary employees in California are paid on an hourly basis and are presumed to be "nonexempt"- - they are paid overtime if The Aptus Group Inc. determines overtime pay is legally required (or when Client has requested payment of overtime). Under California law, eight hours of labor constitutes a day's work. The Aptus Group Inc. will pay its temporary employees overtime as follows:

- a) One and one-half times the temporary employee's regular hourly pay rate for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
- b) Double the temporary employee's regular pay rate for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

Client agrees to submit any and all overtime hour requests to The Aptus Group Inc. for approval prior to the temporary employee working any overtime hours. The Aptus Group Inc. will bill the Client for a temporary employee's overtime by applying to The Aptus Group Inc.'s bill rate the same

overtime multiple as The Aptus Group Inc. is required to apply to The Aptus Group Inc. temporary employee's hourly pay rate.

12. REPORTING TIME PAY

a) 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) The specific requirements for reporting time pay are:

1) 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.

2) 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) No reporting time pay is due:

1) 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.

2) When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.

3) 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.

4) If The Aptus Group Inc. employee is not fit to work.

5) If The Aptus Group Inc. employee has not reported to work on time and is fired or sent home as a disciplinary action.

6) 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.

13) REST AND MEAL PERIODS

a) The Aptus Group Inc. temporary employees in California are covered by the rest period provisions of the Industrial Welfare Commission Wage Orders and must be authorized and permitted to take a net 10-minute paid rest period for every four hours worked or major fraction thereof. Insofar as is practicable, the rest period should be in the middle of the work period. The Client shall not prevent an The Aptus Group Inc. employee from taking the rest periods required by law. If the Client does not authorize or permit a rest period, the Client shall be billed for one additional hour of pay by applying The Aptus Group Inc.'s bill rate for each workday that the rest period is not provided.

b) Under California law (IWC Orders and Labor Code Section 512), employees must be provided with no less than a thirty-minute meal period when the work period is more than five hours. Unless the employee is relieved of all duty during the entire thirty-minute meal period and is free to leave the workplace, the meal period shall be considered "on duty," counted as hours worked, and paid for at the temporary employee's contracted rate of pay. If the Client does not authorize or permit a meal period, in addition to all other penalties imposed by law, the Client shall be billed for one additional hour of pay by applying The Aptus Group Inc.'s bill rate for each workday that the meal period is not provided.

14. WORKERS' COMPENSATION AND LIABILITY INSURANCE

The Aptus Group Inc. will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

a) Workers' Compensation. Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed;

b) General Liability. Commercial general liability insurance, including personal injury, blanket contractual liability and broad form property damage, with a \$2,000,000.00 combined single limit per occurrence;

c) Umbrella Liability Insurance. \$5,000,000.00 combined single limit per occurrence. The Aptus Group Inc. will furnish Client with certificates evidencing such insurance coverage, upon request.

15. INDEMNIFICATION BY THE APTUS GROUP INC.

The Aptus Group Inc. will indemnify, defend and hold harmless Client and its directors, officers, employees and agents, to the extent of the insurance limits set forth in Section 12, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Client to the extent arising out of any of the following:

- a) The Aptus Group Inc.'s failure to comply with its obligations under any applicable laws, regulations or orders;
- b) Breach of any obligations of The Aptus Group Inc. contained in this Agreement; or
- c) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Client by any The Aptus Group Inc. employees or, in the event of death, by their personal representatives.

The Aptus Group Inc.'s obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Client's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Client, its officers, employees or agents, or (iv) the extent that Client is required to indemnify The Aptus Group Inc. against such Damages under Section 14.

16. INDEMNIFICATION BY CLIENT

To the extent permitted by law, Client will indemnify, defend and hold harmless The Aptus Group Inc. and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by The Aptus Group Inc., other than for job-related bodily injury or death of The Aptus Group Inc.'s employees on assignment to Client, arising out of any of the following:

- a) Client's failure to comply with its obligations under applicable laws, regulations or orders; or
- b) Breach of any obligation of Client contained in this Agreement;

Client's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of The Aptus Group Inc., its officers, employees or agents.

Implementation of the interactive voice response (IVR)/internet program would require that Client provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.

Any information that Client provides The Aptus Group Inc. for purposes of implementing the IVR/web program will be used in connection with the educational staffing services that The Aptus Group Inc. provides. The Aptus Group Inc. will not use such information for any other purpose without Client's prior written consent.

Information in reports that The Aptus Group Inc. furnishes to Client which are generated based on the IVR/web program will contain information that Client's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by Client's personnel. Client will be solely responsible for

verifying the accuracy of such information. The Aptus Group Inc. shall not be responsible for the accuracy of such information.

17. NOTIFICATION OF CLAIMS

Client and The Aptus Group Inc. agree (a) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (b) to permit The Aptus Group Inc. or Client, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused. Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of The Aptus Group Inc. must be obtained from Chief Executive Officer of The Aptus Group Inc.

18. PERMITS AND LICENSES

Each party will maintain in effect during the term of this Agreement any and all Federal, state and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

19. FORCE MAJEURE

The Aptus Group Inc. will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, earthquake, acts of god, or any other causes beyond the control of The Aptus Group Inc.

20. NOTICES

Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telecopy, email, or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

Unless otherwise stated in this Agreement, notices, consents, or other communications will be deemed received (a) on the date delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

21. SECTION HEADINGS

The section heading of this Agreement is for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

22. SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

23. ASSIGNMENT

Neither The Aptus Group Inc. nor Client may assign this Agreement without prior written consent of the other party; provided that The Aptus Group Inc. may use secondary vendors to fulfill any or all of its obligations hereunder without securing Client's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

24. INDEPENDENT CONTRACTOR

In its performance of this Agreement, The Aptus Group Inc. will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be constructed to make The Aptus Group Inc. an agent, partner or joint venture of/with Client.

25. AUTHORITY TO CONTRACT

The Client represents and warrants that it has the right, power, and all requisite authorization to enter into this Agreement. The Client represents that it has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement. The Client representative who is signing this Agreement represents that he/she has been delegated authority by the subject school board to execute this Agreement for the school board/district.

26. LEGAL REVIEW

The Aptus Group Inc. and Client represent that they have each read this Agreement in its entirety, had the opportunity to consult with legal counsel and exercised their own discretion in having their respective legal counsel review this Agreement. Both parties represent that they agree to the terms of this Agreement without relying on representations of the other party or the other party's officers, directors, employees, or legal counsel which are not expressly stated in this Agreement. Both parties further represent that the Agreement's terms are clear and unambiguous. To the extent that in the future any term of the Agreement is deemed ambiguous, the parties expressly agree that neither party shall be deemed the drafter of the Agreement such that the ambiguity would be interpreted in favor of the other party.

27. ARBITRATION OF DISPUTES

In the event a dispute shall arise between The Aptus Group Inc. and the Client to this contract, it is hereby agreed that the dispute shall be referred to arbitration in accordance with Exhibit B.

28. ENTIRETY

This Agreement and its Exhibit(s) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

The Aptus Group, Inc.

Signature: _____
Cynthia Vodanovich, Director

Date: _____

TEACH Preparatory Elementary

Signature: _____
Raul Carranza, CEO/Superintendent

Date: _____

THE APTUS GROUP, INC.
EXHIBIT A: BILLING TERMS

1. BILLING/INVOICES/TERMS & CONDITIONS OF PAYMENT

The Aptus Group (“APTUS”) will invoice Client on a weekly basis for hours worked by temporary employees at agreed-upon hourly bill rates and other expenses. Client will pay for all hours worked by the Aptus Temporary Employees (“ATEs”) as follows:

1) Substitute teachers \$47/hr.

An itemized invoice for ATEs, based on hours shown on ATEs time cards or associate detail reports from time and attendance systems, will be sent to Client. Such an invoice is due within 30 business days. A 1% late charge will be added if payments are not received within 30 days of the date of invoice.

Any sales or use taxes that apply to sales to Client will be added to Client’s invoices as a separate item. APTUS will adjust pricing annually and, additionally, to reflect periodic increases in wage and/or related tax, benefit, and other costs as the result of an action by a governmental authority, collective bargaining unit or insurance or benefit program (e.g., annual SUTA adjustment) per Section 10 of the Agreement. ATEs are presumed to be “nonexempt” employees - they are paid overtime if APTUS determines overtime pay is legally required (or when Client has requested payment of overtime).

APTUS will charge Client overtime rate only when Client has requested an ATE work overtime. Overtime rates will be calculated by applying to The Aptus Group bill rate the same overtime multiplier as APTUS is required to apply to the ATE’s pay rate. Client will have 10 business days to notify APTUS in writing of any apparent discrepancies of recorded time worked by ATEs.

2. PAYMENT TERMS

Payment for services is due within thirty (30) business days Client’s receipt of APTUS’s invoice.

3. PAST DUE ACCOUNTS

If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. APTUS shall have the right to demand an immediate arbitration on all debt-collection matters. In the event collection action is initiated by APTUS to collect such debt, or any portion thereof, Client agrees to pay any additional sums, including but not limited to, collection costs, arbitration costs, interest at the rate of 12% per annum, and attorney’s fees.

4. CONVERSION AND TRANSITION OF TEMPORARY STAFF

Client acknowledges that APTUS incurs substantial expenses for recruiting, screening, qualifying, training, and retraining its employees. Client agrees not to, directly or indirectly, hire, engage as an independent contractor, or permit or cause any ATEs assigned to Client to be placed on the payroll of another entity without written consent from APTUS. Client agrees to obtain the services of each



APTUS employee only through an order with APTUS. Unless otherwise agreed in a writing and signed by both parties, Client will pay APTUS an amount equal to \$10,000 if:

- a. APTUS introduces an ATE to Client and Client hires or retains the ATE in any capacity either during the assignment or within three months after the last day of the assignment (a “conversion”); or
- b. Client receives the services of the ATE by assignment, arrangement, or contact through another staffing provider (a “transition”). Payment is due upon receipt of the Invoice.

Conversion/transition charges are due and payable at the time of conversion/transition. No ATE may be converted/transitioned if Client’s account balance is past due.

The Aptus Group, Inc.

Signature: _____
Cinthya Vodanovich, Director

Date: _____

TEACH Preparatory Elementary

Signature: _____
Raul Carranza, CEO/Superintendent

Date: _____

THE APTUS GROUP, INC.
EXHIBIT B: ARBITRATION AGREEMENT

The Aptus Group, and the Client (collectively, the “Parties”) hereby agree that, to the fullest extent permitted by law, any and all claims or controversies between the parties (or between Client and any present or former officer, director, agent, or Client of The Aptus Group relating in any manner to the employment or the termination of the employment of Client) shall be resolved by final and binding arbitration in accordance with the procedures set forth in this agreement. Claims subject to arbitration include, but are not limited to, claims based on any federal, state, or local law, statute or regulation (including but not limited to any claims of discrimination, harassment, retaliation or other conduct in violation of or arising under Title VII of the 1964 Civil Rights Act (as amended by the Civil Rights Act of 1991), The Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, and the California Family Rights Act, any claims for unpaid wages, commissions, bonuses, stock options or other employment compensation, any claims for breach of contract or covenant (express or implied), any claims of wrongful termination in violation of contract or public policy, any claims arising under common law, and any tort claims. Notwithstanding the foregoing, claims for unemployment benefits, claims for worker’s compensation benefits, and claims under the National Labor Relations Act shall not be subject to arbitration under this agreement. Moreover, this agreement should not be construed as preventing Client from filing an administrative charge of discrimination with any federal, state, or local agency, or cooperating with any federal, state, or local agency in its investigation of any such charge.

A neutral and impartial arbitrator shall be chosen by mutual agreement of the parties; however, if the parties are unable to agree upon an arbitrator within a reasonable period of time, then a neutral and impartial arbitrator shall be appointed in accordance with the arbitrator nomination and selection procedure set forth in the National Rules for the Resolution of Employment Disputes of the American Arbitration Association or rules of other major private dispute resolution service. The costs and fees of the arbitrator shall be paid in equal parts by The Aptus Group and the Client, including the costs of the arbitration forum that the Client would not otherwise have to pay in court.

Client and The Aptus Group shall have the right to be represented by an Attorney during any proceeding under this agreement. Each Party shall pay its own costs and Attorney fees, unless a party prevails on a statutory claim, and the statute provides that the prevailing party is entitled to payment of its Attorney’s fees and or costs. In that case, the arbitrator may award reasonable Attorney’s fees and costs to the prevailing party as provided by law.

All arbitration hearings under this Agreement shall be conducted in Los Angeles County, California. Except as specifically provided herein, any arbitration proceedings shall be conducted in accordance with the then-applicable National Rules for the Resolution of Employment Disputes of the American Arbitration Association.

The Arbitrator may grant any remedy or relief to which the parties would have otherwise been entitled to had the matter been heard in a court of law and shall not grant any remedy or relief that could not have been granted had the matter been heard in a court of law.

The arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision.

Either The Aptus Group or Client may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award. Except as otherwise provided in this agreement, neither party shall initiate or prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Agreement, including without limitation any claim as to the making, existence, validity, or enforceability of this Agreement. Notwithstanding the foregoing, either party may, at its option, seek injunctive relief pursuant to section 1281.8 of the California Code of Civil Procedure.

This arbitrator and the parties shall maintain the confidentiality of any proceedings under this Agreement, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the claims therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

This agreement shall be governed by and construed in accordance with the laws of the State of California, including the California Arbitration Act without reference to conflicts of law principles.

If any provision of this agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

The obligations of Client and The Aptus Group under this Agreement shall survive the expiration of this agreement.

The Aptus Group and Client understand and agree that this Agreement contains a full and complete statement of any agreements and understandings regarding resolution of disputes between the parties, and the parties agree that this Agreement supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Agreement. The parties also agree that the terms of this Agreement cannot be revoked or modified except in a written document signed by both Client and The Aptus Group President.

This Agreement is not, and shall not be construed to create any contract of employment, express or implied. Furthermore this Agreement does not alter the at-will employment status of The Aptus Group personnel assigned to work for Client. Either Client or The Aptus Group may terminate the employment of staff assigned to the Client at any time, for any reason, with or without prior notice. The parties further acknowledge that they have been given the opportunity to discuss this agreement with their legal counsel and have availed themselves of that opportunity to the extent they wish to do so.

The parties acknowledge that they have carefully read this agreement. That they understand its terms, that all understandings and agreements between The Aptus Group and Client relating to the subjects covered in the agreement are contained in it, and that the parties have entered into the agreement voluntarily and not in reliance on any other promises or representations by the other party other than those contained in the agreement itself.

The Aptus Group, Inc.

Signature: _____ Date: _____
Cinthyia Vodanovich, Director

TEACH Preparatory Elementary

Signature: _____ Date: _____
Raul Carranza, CEO/Superintendent

If to APTUS: The Aptus Group, Inc.
1933 S. Broadway, Suite #1120
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Attention: Cinthyia Vodanovich, Director
E-mail: vodanovich_cinthyia@theaptusgroup.com
Phone: (562) 869-0900

If to Client: TEACH Preparatory Elementary
8505 S. Western Ave
Los Angeles, CA 90047
Attention: Raul Carranza, CEO/Superintendent
E-mail: rcarranza@teachps.org
Phone: (323) 872-0808