



2022 - 2023

SPECIAL EDUCATION SERVICE AGREEMENT

**TEACH Prep. Elementary, TEACH Academy
School, TEACH Tech Charter High School**

&

EdLogical Group Corp



EdLogical Group Corp.

111 West Ocean Blvd. 4th Floor
 Long Beach, CA 90802
 Phone # 800-971-3354 & Fax # 951-552-1963

Appendix A

SERVICE & FEES

Education Service Provider Type	Hourly Service Fee	Min. Hours On-Site Fee
Administrative Assistant Office Support	\$28.50	7
Academic Assessments	\$85.50	3
Adapted Physical Education Teacher	\$102.50	2
Aide Teacher/ Paraeducator	\$32.50	7
Assistive Technology:	\$125.00	2
Audiologist Technology:	\$135.00	2
Behavior Intervention Implementation (BII):	\$37.50	7
Case Manager / Resource Teacher:	\$85.00	7
Certified Nursing Assistant /Medical Assistant	\$36.50	7
COTA Occupational Therapists (DIS OT Services) Occupational Therapists Per AOTA	\$68.50	3
Credentialed School Nurse: Hearing & Vision Screening Regular Ed Students	\$90.00	4
Credentialed School Nurse: Health Assessment Developmental Assessment Special Ed	\$90.00	3
DIS Counseling (LMFT)	\$80.50	7
Education Administrator/Program Oversight	\$225.00	7
Hard of Hearing: HH/DHH	\$118.50	2
Instructional Assistant	\$34.50	7
LVN	\$70.50	7



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Education Service Provider Type	Hourly Service Fee	Min. Hours On-Site Fee
Occupational Therapists:	\$122.50	2
Orientation Mobility:	\$120.00	2
Orthopedic Impairment:	\$120.00	2
Physical Therapist	\$125.00	2
School Psychologist: DIS Counseling/ Initial/Triennial	\$95.00	3
School Psychologist: Behavior Intervention Development (BID) ERMHS/ERICs Counseling, FBA Assessment BCBA	\$102.50	3
Speech and Language Pathologist (SLP)	\$122.50	2
Speech and Language Pathologist (SLPA)	\$68.50	3
Visual Impairment:	\$120.00	2
Translation Report Services (BCLAD)	\$80.50	1
Technical Support / Professional Training Consultation	\$225.00	4
Certified Nursing Assistant NON-SPED/COVID TESTING	\$40.50	7
LVN NON-SPED/COVID TESTING	\$70.50	7
Medical Assistant NON-SPED/COVID TESTING	\$42.50	7
Register Nurse NON-SPED/COVID TESTING	\$98.00	7

Additional Fees*		
Service	Description	Fee
Administrative Time	Documentation, session prep, and email. scheduling with families, sending meeting invites, transferring student information to digital format	Hourly Rate
Breaks	CA mandated breaks will be billed to school site for provider or assessors on site for more than 5 hours per day.	
Consultation	Collaboration with school staff, parent and/or IEP team, conferences	
Drive Time	**** Requires advanced written agreement by both parties. More than 50 miles	
IEP Development/Attendance	Caseload setup, IEP review, progress reports & session notes	
No Show/Cancellation/Absent	Cancellations made within 24 hours of scheduled service, assessment, or meeting	
Service Provider on Call Request	Provider to charge hourly rate for time requested	
Lesson Planning	Lesson and session planning	
School Closure	Unforeseen Power outage, natural disaster, school closure, etc. without 24-hour notice	Half of the scheduled time

Virtual Services are One Hour Minimum

Cancellation of Meetings: School may be charged for an hour of service, or if an IEP meeting is cancelled with less than 24 hours' notice.

Absent Students: School may be charged the two-hour minimum visit if school confirms that a student is present, and it turns out the student is absent. Employees may also work on other related duties during the time a student is absent from their scheduled DIS Counseling appointment.

Schedule Changes: Schools must provide at least 1 business day notice if there is a change in the school or student's schedule and it will impact the Employee's scheduled visit. Failure to notify EdLogical will result in the minimum visit charge that applies to the service.

Other Hourly Fees IEP Pre/IEP Meeting/, Progress Notes, Session Notes, Student IEP Development Notes, Consultation, Compliance/File Review, Student Caseload Set-up, Parent Conferences, Provider Prep Time and or supervision of interns or assistants' and or

****Any Special Assessment Tools.

**EdLogical Group Corp (“Company”)
TERMS OF SERVICE AGREEMENT**

This Agreement made on this June 15 2022, 2022, Between Customer and Company (hereinafter the “Agreement”)

BETWEEN: TEACH Prep. Elementary. 8505 S. Western Ave LA, CA, 90047, TEACH Academy of Technologies 10000 S. Western Ave, LA, CA, 9004 & TEACH Tech Charter High. 10616 S. Western Ave LA, CA, 90047 (hereinafter the "Customers")

AND: EdLogical Group Corp. 111 West Ocean Blvd 4th Floor, Long Beach CA 90802 (hereinafter the “Company”),

WHEREAS: Company EdLogical Group Corp to provide Special Education, Health Services and Non- Special Education to the under the terms and conditions of this Agreement and the Schedules as defined and Services Fees:

Appendix A (Pages 1, 2 & 3)

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Customer and Company hereby agree as follows:

ARTICLE I

TERMS & SERVICES

1.0 Both Company and Customer agree that any and all services entered in to between Company and Customer will follow the service schedules detailed within this Agreement.

1.1 Additionally, both parties agree that the general terms of this Agreement will apply to the general relationship between each subsequent service pursuant to this Agreement undertaken by the parties, unless modified by the prior written consent of both parties. Additional services schedules (hereinafter the “Schedules”) shall be developed and agreed to by the parties, in concordance with this Agreement. The terms of the Schedules shall control in the event of any conflict between this Agreement and subsequently developed Schedules.

1.2 As of the Effective Date of this Agreement (as set forth in Section 4.0 in this Agreement), Customer shall, under the terms and conditions of this Agreement and any additionally developed Schedules, cause Company to provide the services as defined in any Schedules (hereinafter the “Terms of Service”).

ARTICLE II

PAYMENT

2.0 Company shall invoice Customer for the Terms of Service no greater than once per month. The invoice shall detail all Terms of Service provided to Customer during the prior 30 days, including the rate of services provided, and the charge for the services. **Customer shall pay all invoices within 30 days of receipt.** Payment shall be made by check mailed to Company mailing address on the invoice.

2.1 Any dispute regarding invoices must be made by Customer in writing or email to Company within the initial 30-day payment period. This written notice must be sent to EdLogical Group Corp Billing Department 4th Floor Long Beach, CA 90802. Payment by the Customer shall not constitute a waiver of any right or remedy by the Customer provided under this Agreement or by law.

ARTICLE III

RECORDS

3.0 Customer and Company both agree to keep accurate and complete account books, records, and other documents relevant to this Agreement and any Schedule (hereinafter the "Records"). The parties shall keep such Records for a period of Three years after the expiration of this Agreement.

3.1 The Records will be available for copying, review and inspection by any agent or qualified representative of a party to this Agreement. Copying will be made at the expense of the requesting party and inspections shall take place at the location where the parties agree. Inspections shall be requested with a notice period of ten business days by written request. Any Confidential Information (as defined in Section 13.4 in this Agreement) disclosed by the inspection shall be kept confidential to the extent allowable by applicable law. Any modification to the terms of this clause must be in writing and signed by both parties.

ARTICLE IV

TERM AND TERMINATION

4.0 This Agreement shall commence on July 1, 2022 (the "Effective Date") and terminate on June 30, 2023 (hereinafter the "Expiration Date").

4.1 This Agreement may be terminated by either party, upon thirty (90) days written notice to the other party, with or without cause.

4.2 The Company and Customer shall cooperate with each other to comply with all state and federal applicable special education laws. Failure to cooperate by either party is cause for this Agreement to be immediately revoked.

4.3 This Agreement may be terminated by insolvency of either party, immediately upon written notice to the other party. Insolvency shall be defined as a party voluntary filing, or, when a party has an involuntarily petition filed against it under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

4.4 In the event that this Agreement is terminated, both Customer and Company shall be required to fulfill all obligations under this Agreement in connection with services described herein made prior to Agreement termination.

4.5 Upon termination of this Agreement, each party shall return all relevant property including Confidential Information (as defined in Section 13.4 in this Agreement) and Customer information received from the other party under the dictates of this Agreement.

ARTICLE V

RELATIONSHIP OF PARTIES

5.0 The relationship between Customer and Company shall be limited to that of **Independent Contractors**. Neither party shall undertake any actions that would imply or seek to establish any partnership, ownership, employment, joint venture or trust relationship between the parties, unless this Agreement is modified as such with the mutual consent of both Customer and Company and is formalized in writing and is signed by both parties. The Customer shall have no employment relationship with any of Company's employees or agents. Company shall exercise day-to-day control over and supervision of such individuals including but not limited to hiring, evaluation, instruction, scheduling, direction, promotion, demotion, compensation, employee benefits, discipline and discharge

5.1 No Hiring policy: Customer agrees that during the term of this Agreement, Customer agrees not to solicit to whom EdLogical hires or contracts with during the term of the Agreement, without the advance written consent of Company. EdLogical may grant or deny the request by the Customer. Should Company so consent, Company shall be entitled to an employee hiring fee (the "Hiring Fee") equal to twenty-five percent (25%) of the hired individual's base salary or a maximum fee of \$15,000.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF COMPANY

6.0 Company hereby represents covenants and warranties that Company is a valid corporation in good standing under the laws of the State of California, that this Agreement and any and all subsequently developed Schedules constitute a valid, legal and binding obligation upon Company, legally enforceable against Company except as limited by bankruptcy or other reorganizations that impact credit issues. Company, as of the Effective Date of this Agreement, represents that Company has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule.

6.1 Company further warrants that the execution and delivery of this Agreement, the Original Schedule and relevant Schedule do not modify, violate, cancel, terminate, or modify in any substantive manner any material contract to which Company is a party. Additionally, Company is not required to give notice to any third party or obtain the consent of any person for the execution and delivery of this Agreement.

6.2 Company is, to its knowledge, and will be at all times during the performance of this Agreement, in compliance with all applicable state, federal and local rules, regulations and laws.

6.3 Further, Company represents that Company is not currently in default of any agreement or contract.

6.4 The aforementioned representations and warranties made by Company to Customer shall survive the termination of this Agreement and any Schedule.

ARTICLE VII

INDEMNIFICATION AND LIMITATIONS ON LIABILITY

7.0 Company agrees to hold harmless, indemnify and defend Customer and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Company under this Agreement, any breach of the Agreement by Company, or any omission or negligent act by Company in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Customer.

7.1 Customer agrees to hold harmless, indemnify and defend Company and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Customer under this Agreement, any breach of the Agreement by Customer, or any omission or negligent act by Customer in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Company.

7.2 Customer and the Company and its agents, employees, and sub-contractors shall obey all applicable local, state, and federal laws in the performance of this Agreement, including, but not limited to minimum wages and/or prohibitions against discrimination.

7.3 Company officers, agents, employees and/or sub-contractors shall comply secure and maintain in force such licenses, permits, and health or legal clearances as required by CDE law, in connection with the furnishing of the services to students of the Agency.

7.4 Company shall comply with Education Code section 45125.1 regarding fingerprinting. Company or their sub-contractors shall bear their own costs of fingerprinting.

7.5 Company shall comply with Education Code section 49406 regarding examination for tuberculosis. Company or their sub-contractors shall bear their own cost of tuberculosis screening.

7.6 Company will only provide Customer with staff which have the appropriate licenses, certifications, qualifications, and other requirements necessary to perform the services described in this Agreement. Company must fill out the form “Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification” for any employees working with or around students. The certification shall be submitted to Customer before any Company employee is allowed onto a school site. Company is required to notify Customer in the event of any changes to Company’s staff on a school site and, as necessary, fill out new or updated “Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification” forms. Company will request and receive subsequent arrest notifications for its employees from the California Department of Justice (“DOJ”) to ensure ongoing safety of students.

ARTICLE VIII

INSURANCE

8.0 Company agrees that during the term of this Agreement, Company will maintain an insurance policy with a reputable insurance company. “**Teach** and its Affiliated Schools” shall be named additional insured under Company’s general liability policy and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by Company pursuant to this Agreement shall be primary to any insurance available to Customer, shall be excess and noncontributing with respect to insurance required to be obtained by Customer. Certificates of Insurance and Additional Insured Endorsements are to be filed with Customer prior to the start date of the Agreement. All insurance obtained by Company pursuant to this section shall be for a period of not less than the term of this Agreement and shall not be cancelled or modified without providing Customer with thirty (30) days prior written notice. Should Company fail to furnish policies as provided in this Agreement, Customer may obtain such insurance and the premiums on such insurance shall be paid by Company unto Customer upon demand.

8.1 Upon Customer's written request, Company agrees to furnish Customer with duly certified copies of insurance policies meeting the following requirements:

1. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. *Workers' Compensation*: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. *Professional Liability (Errors and Omissions), as applicable*: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

8.2 Company understands that it is not covered by any Workers' Compensation insurance through Customer. The Company providers and their sub-contractor(s) or agent(s) provide their own Automobile Insurance, and Professional Liability Insurance. Neither Company providers nor its sub-contractors or representatives shall at any time provide any transportation to Customer students in any vehicles. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees.

ARTICLE IX

MEDIATION AND ARBITRATION

9.0 In the event that any dispute or claim arises between the parties from this Agreement, its performance, breach, interpretation, validity or enforceability, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.

9.1 In the event that a dispute or claim cannot be resolved through mediation, it shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing AAA Commercial Arbitration Rules.

9.2 The arbitrator shall be selected using AAA procedures. The arbitrator will not award attorney's fees or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages.

9.3 Awards shall be final, binding and non-appealable, with the exception of the grounds for appeal guaranteed by the Federal Arbitration Act and applicable laws.

ARTICLE X

ASSIGNMENT PROHIBITED

10.0 Both the Customer and Company are expressly prohibited from assigning this agreement or any rights or interest flowing from this Agreement. Assignment will only occur with the express written consent of both parties.

ARTICLE XI

GOVERNING LAW

11.0 This Agreement will be interpreted and enforced under the laws of The State of California without regard to conflict of laws.

ARTICLE XII

GENERAL PROVISIONS

12.0 Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties hereto and approved by the appropriate officials of both parties.

12.1 Conflicts of Interest. Company warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of Customer as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Company in connection with any work contemplated or performed relative to this Agreement. Company acknowledges, understands, and agrees that this Agreement shall be null, and void as determined by Customer if Company is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of Customer.

12.2 Nondiscrimination. Company hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Company on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

12.3 Interpretation and Opportunity for Counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

12.4 Company shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, applicable and active health orders.

Confidentiality XIII.

13.0 **Teach Schools** Information. It is understood that in the course of the Agreement, Customer may disclose to Company various confidential and proprietary information relating to Customer's business, schools, students, employees, operations, facilities, and plans, as well as information relating to third parties with whom Customer may do business or procure products, and that the data, findings and conclusions resulting from the Company's services described herein will be valuable confidential information belonging to Customer ("Confidential Information"). Accordingly, Company agrees that Company's employees and/or subcontractors will keep in strictest confidence all such information relating to Customer or third parties and all such information relating to the services described herein, not to use such information other than for the performance of the services described herein, and to cause any of Company's employees and/or subcontractors to be bound by the same obligation of confidentiality to which Company is bound. Company shall not communicate Customer's information in any form to any third party without Customer's prior written consent. Upon termination of this Agreement, Company, and its employees.

- i. Will continue to hold all such information in strictest confidence, and
- ii. Will promptly return to Customer any and all confidential information and documents belonging to Customer (including any copies, extracts, summaries, or statements of such confidential information which may have been made)

13.1 Press Releases. Company shall not refer to the existence of this Agreement, nor use the name of or make reference to Customer for any purpose in any releases for public or private dissemination, advertising or other materials, without the prior written consent of Customer's Chief Development & Communications Officer. Company acknowledges that remedies at law may be inadequate to provide Customer with full compensation in the event of Company's breach of this provision, and that Customer shall be entitled to seek injunctive relief in the event of any such breach.

13.2 FERPA/IDEA. This Agreement is entered into by Company and Customer in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Company hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Company agrees not to re-disclose any such personally identifiable information without prior written consent as required by law, or unless re-disclosure is otherwise authorized by law. Company agrees that nothing in this Agreement may be construed to allow either Company or Customer to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.

Company agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification, In the event of a breach of any of Company's security obligations, or any other event requiring notification under applicable law, Company agrees to:

- i. Immediately notify Customer of such event with 24 hours of discovery; and
- ii. Cooperate with Customer to inform all such individuals in accordance with applicable laws; and
- iii. Indemnify, hold harmless, and defend **Teach School** and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons, and their Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons from and against any claims, damages, fees, or other harm related to such a data breach.
- iv. Within thirty (30) days after termination of this Agreement, Company will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to Customer as well as purge any copies of the personally identifiable information. Company agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision.

13.3 Health Information. Company acknowledges that, from time to time during the term of this Agreement, Company may acquire or have access to protected health information (“PHI”) of Customer’s students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the “HIPAA Rules”). Company shall not use or disclose and will cause its employees and/or subcontractors not to use or disclose PHI, except as necessary to perform the services of this Agreement or as required by law.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this June 15, 2022

**Teach Schools Master Agreement
(CUSTOMER)**

**EdLogical Group Corp
(Customer)**

Authorized Signature

Authorized Signature

Name and Title

Hector Valentin Chief Business Officer

Name and Title

Date

June 15, 2022

Date