

The Aptus Group, Inc.

Agreement for Staffing Services

THIS AGREEMENT FOR EDUCATIONAL STAFFING (“Agreement”), is entered into as of the Effective Date set forth in Section 5 below by 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”). APTUS and Client may be referred to as the “Party” in the singular or collectively as the “Parties”.

1. DESCRIPTION, LOCATION AND PRICING OF SERVICES

APTUS 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 APTUS 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

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

APTUS and Client hereby expressly agree that APTUS 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 APTUS employee is allowed on Client premises. APTUS 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, APTUS 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 13 below; (vi) pay necessary unemployment insurance taxes; and (vii) provide workers’ compensation insurance coverage in amounts as required by law.

Client retains sole discretion to remove APTUS employees. At Client’s request, APTUS will promptly replace any of its employees assigned to Client deemed unsatisfactory by Client; and if APTUS is unable to do so, Client will deduct from APTUS costs provided, that this Agreement will in no way affect the right of APTUS, 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, APTUS will comply with all applicable laws, regulations and orders.

c) Employees on Assignment

The employees assigned to Client under this Agreement shall remain employees of APTUS. APTUS 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) APTUS Guaranty

APTUS guarantees that the employees it assigns to Client will satisfactorily perform the services ordered by Client. If such services are not performed satisfactorily, APTUS 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 APTUS' indemnity obligations under Section 14 below.

3. CLIENT'S RESPONSIBILITIES

a) Generally

The services to be performed by employees provided by APTUS 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 APTUS 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 APTUS 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 APTUS 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 APTUS employees are assigned to work hereunder.

Client shall be solely responsible for any bodily claims asserted against APTUS 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 APTUS or the failure of APTUS full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of APTUS 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 APTUS 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 APTUS employees' access to such records.

Client agrees to provide APTUS with detailed information about the assignment duties that APTUS employees will have and also agrees to use APTUS employees only in the capacities for which Client has requested them to. Client agrees not to substantially change any APTUS employee's assignment duties without providing three (3) business days advance notice and receiving approval by APTUS. Client agrees that APTUS employees shall not be given any duties to be performed outside of Client's premises without prior approval by APTUS. Further, Client agrees to comply with any restrictions APTUS advises Client of regarding any restrictions on the responsibilities Client assigns to APTUS employees.

Client agrees to give APTUS prompt written notice of any concern or complaint about the conduct of an APTUS 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 APTUS 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 APTUS 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 APTUS 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 performance by APTUS, Client will pay APTUS in accordance with the pricing set forth in Exhibit A. APTUS 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 APTUS invoice. In the event of termination of this Agreement, Client will pay APTUS promptly for services performed up to the time of termination. APTUS timecards signed as provided in Section 9 below will be conclusive as to the number of compensable hours worked by each APTUS employees assigned to Client.

Client expressly understands that Client is responsible for monitoring time worked by an APTUS employee while the APTUS employee is onsite. Client agrees that any additional time worked by the APTUS employee outside of the scheduled time will be billed as a part of the services performed for Client.

5. TERM; TERMINATION

This Agreement shall commence on July 1st, 2023 (the “Effective Date”) and shall continue until June 30th, 2024 (the “Term”). This Agreement will be renewed by a signed writing by both Parties. APTUS 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. APTUS TEMP-TO-PERM OPTION

At Client’s request, APTUS will provide APTUS Temp-To-Perm Option in which APTUS 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 APTUS’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. APTUS EXPRESS SERVICE

APTUS will provide candidates to be considered for immediate hire by Client on a full or part-time basis. Upon employment of an APTUS 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 APTUS temporary employee outside of APTUS Temp-to-Perm service, Client will pay a fee to APTUS as provided in Exhibit A.

9. INVOICE REVIEW

Client agrees to review documentation of time worked by APTUS’s employees with invoice billing for corresponding hours. Client will have fifteen (15) calendar days to notify APTUS in writing of any apparent discrepancies. Invoices will be presumed accurate if written notification is not received from Client within fifteen (15) calendar days of receipt of invoice.

10. OVERTIME PAY

APTUS temporary employees in California are paid on an hourly basis and are presumed to be “nonexempt”. 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. APTUS 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 APTUS for approval prior to the temporary employee working any overtime hours. APTUS will bill the Client for a temporary employee's overtime by applying to APTUS' bill rate the same overtime multiple as APTUS is required to apply to APTUS temporary employee's hourly pay rate.

11. REPORTING TIME PAY

a) Reporting time pay. In addition to the hours the APTUS employee actually works, California law requires that APTUS pay "reporting time pay" for a "Reporting Day" when an APTUS employee reports for his or her regularly scheduled assignment with the Client, but Client does not put the APTUS employee to work. APTUS will bill the Client in the event it must pay a "reporting time pay." APTUS Reporting time pay is not considered wages, and is not counted as hours worked for purposes of determining overtime.

b) A "Reporting Day" is defined in this agreement as days where APTUS personnel shall report into work and shall not include: Saturdays, Sundays or holidays; APTUS Holidays; Client holidays; and Client breaks. Client must provide a copy of the school calendar prior to the commencement of this Agreement identify all Reporting Days. Client will provide a minimum of five (5) Business Days notice prior to any school closures to avoid being charged for missed sessions on a Reporting Day by APTUS.

c) Requirements. The specific requirements for reporting time pay are:

i. Each workday an APTUS 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 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 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.

d) Exemptions. No reporting time pay is due:

i. The APTUS employee is not fit for duty, report to work on time, is has otherwise been dismissed by the Client for a proper disciplinary action; or

ii. When Client's operation suffers from conditions of force majeure as discussed in Section 17 of this Agreement.

12. REST AND MEAL PERIODS

a) All APTUS employees will be provided with rest periods and meal periods by Client as required by Federal, State, and local laws. Client will ensure that these provisions are observed while APTUS

workers are performing duties on their site. If Client requires specific guidance, APTUS will provide a copy of such guidance to ensure compliance with Labor Code requirements.

13. WORKERS' COMPENSATION AND LIABILITY INSURANCE

APTUS will, at its own expense, provide and keep in full force and effect during the term of this Agreement all required insurance as required by Client.

14. 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 14 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 14 (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 14 shall expressly survive the expiration or termination for any reason of this Agreement.

15. NOTIFICATION OF CLAIMS

Client and APTUS 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 APTUS 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 APTUS must be obtained from Chief Executive Officer of The Aptus Group Inc.

16. 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.

17. FORCE MAJEURE

Parties will not be liable or be considered as breaching this Agreement in the event non-performance occurs as a result of force majeure conditions including but not limited to: force majeure conditions impact the Client's operations, directly or indirectly, arising out of forces beyond its control including; but not limited to: strikes; work stoppages; accidents, acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; interruptions, loss or malfunctions of utilities; failure of sewage systems; and communications or computer (software and hardware) services. It is understood Client shall use all reasonable efforts which are consistent with the district policies to resume performance as soon as practicable under the circumstances.

18. 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, CEO
E-mail: vodanovich_cinthya@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

19. MEDIATION AND 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 mediation before either JAMS or ADR Services Inc. under normal mediation practices provided by same. In the event mediation is not successful to resolve the matter, Parties agree to undergo 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.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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 APTUS nor Client may assign this Agreement without prior written consent of the other party; provided that APTUS 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, APTUS will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be constructed to make APTUS 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

APTUS 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. OFFICIAL LANGUAGE

a) The official text and prevailing language of this Agreement and any appendices, exhibits and schedules hereto, or any notice given or accounts or statements required by this Agreement shall be in English. In the event of any dispute concerning the construction or meaning of this Agreement, reference shall be made only to this Agreement as written in English and not to any other translation into any other language.

b) Any documents or notice not originally written in English will have no effect under this Agreement until they have been translated into English. Parties agree that the English translation will then be the controlling form of the document or notice.

a) Any work product documents including but not limited to updates, progress reports, and annual reports, will be issued in English only. If the Client requests that a document to be translated to a different language.

28. ATTORNEY'S 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.

29. 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.

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

The Aptus Group, Inc.

Signature: _____
Cinthya Vodanovich, CEO

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) Special education aide \$37/hr
- 2) Resource specialist teachers (mild to moderate/moderate to severe) \$90/hr
- 3) Substitute teachers \$50/hr
- 4) Other non-certificated school support \$36/hr

An invoice for ATEs, based on hours shown on ATEs timecards or a detail report from time and attendance systems, will be sent to Client. Such an invoice is due within maturity date. A 1% late charge will be added if payments are not received within maturity date.

APTUS will charge Client overtime rate when Client has requested an ATE to work overtime. Overtime rates will be calculated by applying to APTUS 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.

Pricing for services provided under this Agreement does not include travel expenses that may be incurred in the performance of the services. Client shall reimburse APTUS for ordinary and necessary business expenses incurred by an APTUS employee in the course of completing the Client’s work assignments at the current reimbursable mileage IRS rate and Travel time may be included as part of the amounts payable by Client for any services rendered under this Agreement.

All invoices will be mailed out to 10600 S. Western Ave, Los Angeles, CA, 90047 and e-mailed to accountspayable@teachps.org.

2. PAYMENT TERMS

Payment for services is due within thirty (30) calendar 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 the greater of (A) ten-thousand dollars (\$10,000.00), or (B) 20% of the Hired APTUS Worker's annual salary 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.