



The Aptus Group, Inc.

Staffing Agreement

The Aptus Group Inc., with its principal office located at PO Box 877, Redondo Beach, CA 90277 ("APTUS"), and TEACH Academy of Technologies located at: 10045 S. Western Ave., Los Angeles, CA 90047 ("Client") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement"). APTUS and Client may be referred to as the "Party" in the singular or collectively as the "Parties".

Term of the Agreement

1. This Agreement shall be effective on the first date of execution and shall continue for a term of one year (the "Term"). To ensure continuity, the Agreement will automatically renew for subsequent years, and any changes to the terms, including services and pricing, will be addressed through the signing of a new amendment by both Parties.
2. The Agreement may be terminated by either Party upon twenty (20) Business Days written notice to the other party or at any time by mutual written agreement of the Parties. Each Party reserves the right to immediately terminate this Agreement if a Party becomes bankrupt or insolvent, discontinues operations, fails to make any payments, or breaches any other material term, condition, or duty under this Agreement.

APTUS

Duties and Responsibilities

3. APTUS will:
 - a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A ("Services and Compensation Rates") under Client's supervision at Client's locations and will, as the common law employer of Assigned Employees, be responsible for the following:
 - b. Pay Assigned Employees' wages and provide them with the benefits that APTUS offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
 - d. Require Assigned Employees to sign an agreement (in the form of Exhibit C) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client; and
 - e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; California's Fair Employment and Housing

- Act; Family Educational Rights and Privacy Act ("FERPA"), and the Patient Protection and Affordable Care Act (ACA).
- f. Right to Control. APTUS, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with Client, Assigned Employee work performance issues and to enforce APTUS' employment policies relating to Assigned Employee conduct at the worksite.
 - g. Maintain a Non-Public Agency certification by the California Department of Education.
 - h. At its own expense, APTUS will perform the following types of background/qualification checks for its employees whom it selects for assignment to Client.
 - i. All APTUS Assigned Employees under this Agreement will hold a California certification or license if appropriate and/or required for providing the requested service.
 - ii. APTUS will certify that Assigned Employees receive mandatory instruction and trainings pursuant to California law.
 - iii. APTUS shall conduct criminal background checks on all Assigned Employees through the Department of Justice ("DOJ") and Federal Bureau of Investigation ("FBI") as required by applicable law and certify that no Assigned Employees working with students have been convicted or are under investigation for the commission of a violent or serious felony (as defined by applicable law).
 - iv. APTUS shall ensure that Assigned Employees have undergone a tuberculosis ("TB") risk assessment and clearance as non-infectious within 60 days of an employee's hire date in accordance with the California Education Code. APTUS shall maintain records of all TB assessments.
 - v. APTUS makes no warranty or guaranty concerning Assigned Employees' abilities or performance, and Client will exercise its independent judgment in accepting and retaining Assigned Employees for assignment.

Client

Duties and Responsibilities

- 4. Client will
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - c. Notify and obtain written approval from APTUS prior to changing Assigned Employees' job duties or responsibilities;
 - d. Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits;
 - e. Provide a copy of the school calendar and bell schedule upon the commencement of this Agreement identifying all Reporting Days, meaning days where Assigned Employees shall report to work.

- f. Notify Aptus immediately if an Assigned Employee is injured/reports an injury or makes a complaint about discrimination, harassment, or retaliation.
- g. Ensure that Assigned Employees are provided with meal periods and rest breaks as required by California law. Should Client fail to provide mandated meal periods and/or rest breaks as required by this Section, Client will be invoiced and responsible for paying all associated meal period and rest break premiums as provided in Section 11 below.

Compensation, Payment Terms and Fees

- 5. APTUS will bill Client for its performance at the rates set forth in Exhibit A and any additional costs or fees set forth in this Agreement. APTUS will invoice Client for services provided under this Agreement on a monthly basis. Payment is due within fifteen (15) Calendar Days of the invoice date. Invoices will be supported by the pertinent time sheets for documenting time worked by the Assigned Employees.
- 6. If Client disputes any portion of an invoice, Client must notify APTUS in writing within (15) calendar days of the invoice date and pay the undisputed amount. Failure to so notify APTUS of any objections will constitute acceptance of invoice and waiver by Client of such objections.
- 7. For payments not received within the maturity date as described in paragraph 5 above, Client will incur late charges on any outstanding balance at three percent (3%) monthly, compounded monthly on all outstanding balances until paid in full, or the maximum legal rate, whichever is higher. Any and all costs incurred in collecting past due amounts, including attorney fees, court fees, and dispute resolution fees, will be paid by Client.
- 8. APTUS reserves the right to suspend services to Client when outstanding invoices are more than sixty (60) days past due.
- 9. Client understands and agrees that APTUS invests substantial resources in recruiting and training its employees. Unless otherwise agreed in writing by both parties, Client must pay a conversion fee in the amount set forth in Exhibit D to this Agreement ("Conversion Fee Charts") if Client uses any type of services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than APTUS during the assignment or within twelve (12) months after the last day of the assignment.
- 10. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. APTUS will bill Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as APTUS is required to apply to the Assigned Employee's regular pay rate.
- 11. If Client's duty to pay meal period and/or rest break premiums is triggered under Section 4g, Client will be invoiced for and shall pay those premiums at the same multiple of the regular billing rate as APTUS is required to apply to the Assigned Employee's regular pay rate.
- 12. 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. Assigned Employee travel time will be included as part of the amounts payable by Client for any services rendered under this Agreement.

Insurance

13. AGENCY 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. All limits may be met by a combination of primary and excess (umbrella) policies:
- i. WORKERS' COMPENSATION statutory coverage as required by the laws of the jurisdiction in which the services are performed;
 - ii. EMPLOYER'S LIABILITY insurance with a limit of not less than \$1,000,000 each accident, each employee;
 - iii. COMMERCIAL GENERAL LIABILITY insurance, including personal injury and broad form property damage, with a \$1,000,000 per single occurrence limit and \$3,000,000 annual aggregate limit;
 - iv. BUSINESS AUTO LIABILITY (where applicable) insurance for owned, hired and non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence;
 - v. SEXUAL OR PHYSICAL ABUSE OR MOLESTATION LIABILITY insurance for \$1,000,000 per claim and \$2,000,000 aggregate covering AGENCY's liability for claims made by employees alleging discrimination, wrongful termination, harassment and other employment-related matters;
 - vi. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS insurance at a limit of not less than \$1,000,000 per claim covering liability related to delivery of the AGENCY's services and \$3,000,000 annual aggregate limit; and
 - vii. UMBRELLA OR EXCESS LIABILITY insurance coverage at a minimum of \$2,000,000 per occurrence. Such Umbrella Liability Insurance shall follow form and attach to the limit of the underlying primary liability policies for employer's liability, commercial general liability and business auto liability.
14. Client 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 all applicable legal requirements.

Cooperation

15. The Parties agree to cooperate and to assist the other Party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees

Indemnification and Limitation of Liability

16. To the extent permitted by law, APTUS agrees to defend, indemnify, and hold Client harmless from claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by: APTUS's breach of this Agreement; APTUS's failure to discharge its duties as set forth in Section 3; or the negligence, gross negligence, or willful misconduct of APTUS or APTUS's officers, internal employees, or authorized agents in the discharge of those duties and responsibilities.
17. To the extent permitted by law, Client agrees to defend, indemnify, and hold APTUS, its affiliates, directors, officers, owners, trustees, employees, agents and, representatives harmless from claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by: Client's breach

of this Agreement; Client's failure to discharge its duties as set forth in Section 4; Client's failure to comply with an applicable federal, state, or local laws; or the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, authorized agents, or subcontractors (other than APTUS).

18. Client and APTUS each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of fault allocated to such Party based on the acts or omissions of itself or its employees.
19. Neither Party shall be liable for, or be required to indemnify the other Party for, any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action. In no circumstance shall APTUS be liable for an amount exceeding, in total, the lesser of \$10,000 or the sum paid by the Client to APTUS within the two months directly preceding the occurrence leading to the liability.
20. As a condition precedent to indemnification, the Party seeking indemnification will inform the other party within ten (10) Business Days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification will cooperate in the investigation and defense of any such matter.
21. 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.
22. The provisions in paragraphs 16 through 22 of this Agreement constitute the complete agreement between the Parties with respect to indemnification, and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.

Nature of Relationship

23. The services that APTUS will render to Client under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties.

Confidentiality

24. Both Parties may receive information that is proprietary to or confidential to the other Party or its affiliated companies and their clients including, without limitation, policies, procedures, operating manuals, software, business plans, contractual arrangements, budgets, financial information, student and/or patient records and employee information. Both Parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement, the defense of any claim or threatened claim against APTUS or Assigned Employees, the resolution of billing disputes or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to APTUS as a result of Assigned Employees' access to such information.

Miscellaneous

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

26. Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the non-performing party.
27. The Parties intend that the benefits of this Agreement shall inure only to APTUS and Client and not to any third person.
28. This Agreement and the exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements, whether written or oral, relating to the subject matter of the Agreement.
29. The provisions of this Agreement will inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.
30. Client will not transfer or assign this Agreement without APTUS' written consent.
31. This Agreement and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
32. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
33. Any notice or communication will be deemed properly given upon personal delivery, electronic mail or via United States Postal Service or a nationally recognized courier.
34. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
35. No provision of this Agreement may be amended or waived unless agreed to in writing and signed by both Parties.
36. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
37. The Parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.
38. 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 binding arbitration under the Federal Arbitration Act before either JAMS or ADR Services, Inc. The venue for such arbitration shall be in Los Angeles, California. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator shall be final and binding upon the Parties. The arbitrator shall not award punitive damages. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.
39. 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 in addition to any other relief awarded and shall recover the prevailing party's share of the arbitrator's fees and other costs of the arbitration.
40. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.



Authorized representatives of the Parties have executed this Agreement below to express the Parties' agreement to its terms.

The Aptus Group

TEACH Academy of Technologies

Cintha Vodanovich

Full name, Title

vodanovich_cintha@theaptusgroup.com

Email

(562) 869-0900

Phone Number

Signature

Signature

Date

Date

Exhibit A

Services and Bill Rates

Adapted Physical Education (APE)	\$117/hr.
Occupational Therapist (OT)	\$134/hr.
Speech and Language Pathologist (SLP)	\$125/hr.
Board Certified Behavioral Analyst (BCBA)	\$125/hr.
School Psychologist	\$128/hr.

All services above include: Conducting assessments, report writing, delivering direct services, inputting information into IEP management system, preparing/participating in IEP meetings, and collaborating with stakeholders.

Credentialed School Nurse	\$123/hr.
Registered Nurse (RN)	\$85/hr.
Licensed Vocational Nurse (LVN)	\$65/hr.
Certified Nursing Assistant (CNA)	\$45/hr.

Credentialed School Nursing Includes: Conducting assessments, report writing, vision and hearing screenings, inputting information into IEP management system, preparing/participating in IEP meetings, and collaborating with stakeholders.

Certified Occupational Therapy Assistant (COTA)	\$91/hr.
Speech and Language Pathology Aide (SLPA)	\$83/hr.
School Counselor	\$106/hr.

All services above include: Delivering direct services, inputting information into IEP management system, and collaborating with stakeholders.

Behavior Intervention Implementation (BII)	\$52/hr.
Special Education Aide / Other non-certificated school support	\$40/hr.
Substitute Teaching	\$53/hr.
Specialized Academic Instruction	\$90/hr.
Other	As Quoted

Minimum Service Charge

1. There is a 2-hour on-site minimum for all services, except BII and Substitute Teacher, Special Education Aide/Other non-certificated services which have a 5-hour on-site minimum.

Cancellation Fees

2. Client must notify APTUS at least one (1) Business Day in advance if there will be a change in school/student schedule or if the student is absent. Once the Assigned Employee is in-route or on site, Client will be charged reporting time pay.
3. If a meeting is canceled or postponed, Client must inform Assigned Employee at least one day in advance. If Client fails to do so, they will be charged a cancellation fee equal to 1 hour of the Assigned Employee's bill rate.

Rush Rate

4. If Client requests an assessment to be completed in less than 40 calendar days or less of the required deadline, Client will be charged a rush rate of an additional \$40 per hour.

Exhibit B

Special Education Services

Record Sharing

1. Client will provide APTUS with student records, as may be reasonably necessary for the proper provision of the Services.

Parent/Guardian Consent

2. In accordance with Federal laws, Services will be provided by Assigned Employees once IEP or another form of parent/guardian consent, such as a 504 Plan, is verified.

Assessments

3. Upon written request by Client and documentation of parent/guardian consent, APTUS assessment services shall include:
 - a. **Evaluation:** Assigned Employees shall conduct evaluations including initial, tri-annual, or re-evaluation IEP to determine eligibility.
 - b. **IEP Meeting Attendance:** Requests for Assigned Employees' attendance at an IEP meeting must be made in writing no less than ten (10) Business Days before the meeting. If the IEP meeting is canceled or postponed, Client must inform Assigned Employee at least one (1) Business Day in advance. If Client fails to do so, they will be charged a cancellation fee equal to 1 hour of the Assigned Employee's bill rate.
 - c. **Report:** APTUS will provide a written report of such assessments in compliance with Federal and State laws and regulations. Reports will be supplied to Client at least five (5) Business Days before the meeting date indicated at the time of the request.

Service Implementation

4. Upon written request by Client and receipt by APTUS of documentation of parent/guardian consent, APTUS shall provide special education services to Client's eligible students, which shall include, but is not limited to the following:
 - a. Review of IEP and/or related student records
 - b. Direct services addressing goals/objectives as indicated in IEP
 - c. Documentation of Services via Service Tracking in the IEP Management System
 - d. Monitoring of progress towards achievement of related goals/objectives

Exhibit C

Sample Benefits Waiver for Assigned Employees

In consideration of my assignment to _____ ("Client") by APTUS, I agree that I am solely an employee of APTUS for benefits plan purposes and that I am eligible only for such benefits as APTUS may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by APTUS and regardless of whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

_____ EMPLOYEE	_____ WITNESS
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

Exhibit D

Conversion Fee Charts

Category A

Adapted Physical Education (APE)	\$12,000
Occupational Therapist (OT)	
Certified Occupational Therapy Assistant (COTA)	
Speech and Language Pathologist (SLP)	
Speech and Language Pathology Aide (SLPA)	
Board Certified Behavioral Analyst (BCBA)	
School Psychologist	
Credentialed School Nurse	

Category B

School Counselor	\$9,000
Substitute Teacher	
Specialized Academic Instruction	
Registered Nurse (RN)	
Licensed Vocational Nurse (LVN)	

Category C

Behavior Intervention Implementation (BII)	\$6,000
Special Education Aide / Other non-certificated school support	
Certified Nursing Assistant (CNA)	