



Expanded Learning Service AGREEMENT

This Agreement (the "Agreement") is made and entered between GOOD SPORTS PLUS LTD., a California corporation doing business as **arc**, hereafter referred to as "Company", and **The Accelerated Schools** hereafter referred to as "School." In consideration of the covenants and conditions hereinafter set forth, Company and School agree as follows:

1.. Services: Company will provide Staffing and Services for Reading, Mathematics, Physical Education, Outdoor Education, Enrichment Classes and ELD instruction to ACES and TAS students during the school year 2023-2024 pursuant to the schedule attached as Exhibit A which is incorporated by this reference. Company will determine the scope and nature of the Services based on consultation with the School and the Company's current operating procedures.

2. Term. The term of this Agreement will be for School Year 2023-2024 and shall commence on SEPTEMBER 5, 2023 and end on JUNE 30, 2024 (the "Term"). School has the option to renew this agreement for an additional term thereafter. School shall notify Company of its intent to renew the agreement at least 30 days in advance of the renewed start date.

3. Time Obligations and Fees: School agrees to use the services of Company. Company will provide staffing and services that align with School's Expanded Learning Opportunities Program Plan.

4. Property Ownership. Any equipment provided by School remains the property of the School and any equipment provided by Company remains the property of the Company.

5. Billing. The Company will bill the school in ten (10) equal installments of \$57,690 (totaling \$576,900) monthly on the 15th starting October 15, 2023 with the 10th payment due June 30, 2024.

6. Defaults. If a party breaches any provision of this Agreement, the party in breach must cure the breach within seven (7) days of notice from the non-breaching party or commence a cure if the cure would take more than seven (7) days. After the end of the cure period the non-breaching party may at its option terminate this Agreement and seek damages through the arbitration provision contained herein.

7. Insurance.
a) **arc** shall maintain at all times during the term of this Agreement professional liability insurance covering its activities hereunder with an insurance company or companies



qualified to write such insurance in the state of CA, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Accelerated Charter Elementary School (ACES) and The Accelerated Charter School (TAS) of The Accelerated Schools district shall be named as an additional insured under each such policy on a primary non-contributory basis including a waiver of subrogation. Copies of all such policies of insurance (or Certificates therefore) maintained by **arc** shall be delivered to school prior to the start of the agreement.

b) Company shall maintain at all times during the term hereof general liability insurance with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. In addition, ARC is shall maintain sexual abuse/molestation coverage with limits not less than One Million Dollars (\$1,000,000). SCHOOL shall be named as an additional insured under each such policy on a primary non-contributory basis including a waiver of subrogation. Copies of all such policies of insurance (or Certificates therefore) maintained by **arc** shall be delivered to SCHOOL prior to the start of the agreement.

c) All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.

d) All of a party's policies of insurance described in of this section of the Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.

8. **Solicitation of Instructor.** The School acknowledges that the Company has incurred great expense in hiring, training and placing the Company's staff. Furthermore, the School understands and agrees that the replacement of any of the Company's staff is difficult, time consuming and adversely affects the operations of the Company. Therefore, during the Term, for one additional year and as long as a staff member of the Company is employed by the Company, School shall not solicit, engage or hire any staff of the Company without the prior written consent of Company. In the event SCHOOL hires a member of the Company's staff without written approval, SCHOOL shall pay the Company an amount equal to \$10,000 as compensation for the loss by Company of the staff member. Under the circumstances, SCHOOL agrees that the foregoing is fair and reasonable.

9. **DOJ/TB Requirements.** Company agrees to adhere to the Department of Justice (DOJ) fingerprint and criminal background investigation and Tuberculosis (TB) requirements of Education Code Section 45125.1 et seq., and 49406 and provide an affidavit that certifies that all of the Company's employees that work at School campus and come in contact with students have appropriate DOJ and TB clearances. Company will report any status change of employees



working at School to School within 3 days of Company receiving DOJ or FBI reports of an incident.

10. Cooperation in the Event of a Claim. In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.

11. Miscellaneous Provisions.

- a) Any dispute or claim arising under or respect to this Agreement will be resolved by arbitration in Orange County, California in accordance with the rules of the American Arbitration Association before one (1) mutually agreed upon arbitrator. The decision or award of the arbitrators shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. A party shall have all discovery rights set forth in the California Code of Civil Procedure. By agreeing to this arbitration procedure the parties knowingly waive their right to appeal and trial by jury.

Initials of Company

Initials of School

- b) Attorneys' Fees and Costs. In any action, judicial reference or arbitration proceeding between the parties for the interpretation, reformation, enforcement or rescission of this Agreement or the enforcement of any judgment or award previously obtained with respect to this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and court and other costs incurred. The parties specifically agree that if a party incurs expenses in any bankruptcy proceeding in which the other party is a debtor, and in order to enforce its right, then the non-bankrupt party shall be entitled to its costs and attorney's fees expended in the bankruptcy proceedings.



- c) Capacity to Sign. All parties covenant that they possess all necessary capacity and authority to sign and enter this Agreement. All individuals signing this Agreement for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.
- d) Captions. The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this Agreement or of any particular article or section.
- e) Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not for or against any party by reason of such party or its legal counsel having prepared this Agreement Or any of its provisions.
- f) Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original agreement.
- g) Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein, in the exhibits hereto, if any, and the documents referenced to herein or implementing the provisions hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.
- h) Governing Law, Exclusive Jurisdiction. This Agreement is being delivered in the State of California and shall be construed and enforced in accordance with the laws of the State of California. Each party consents to the exclusive jurisdiction and venue in any state or federal court located within Los Angeles County, State of California, for any action brought or maintained hereunder.



- i) Modification. No modification, waiver or discharge of this Agreement will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.
- j) No Waiver. A party's failure to insist on the strict performance of any covenant or duty required by the Agreement, or pursue any remedy under the Agreement, shall not constitute a waiver of the breach or the remedy.
- k) Number and Gender. Where the context in which words are used in this Agreement indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.
- l) Severability. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- m) Successors and Assigns. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, and their successors and assignees.
- n) Exhibits. All exhibits that are attached to this Agreement are made a part hereof.
- o) Termination. This Agreement may be terminated by either party at any time in the event of a breach or failure to comply with any covenant, term, or condition of this Agreement. In the event that either party wishes to terminate this Agreement, it shall be required for the terminating party to provide the other party with a 30 DAYS ADVANCE WRITTEN NOTICE from the date that service must stop. School agrees to pay Company for all expenses that have been incurred to the date of termination.
- p) Indemnification. Each party agrees to indemnify and hold harmless the other party, their directors, officers, agents and employees from any and all claims, demands, and other liability including costs and attorney's fees, resulting from and arising out of its performance and/or non-performance under the agreement.
- q) Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:



If Company, to:

GOOD SPORTS PLUS LTD, DBA arc
370 Amapola Ave suite 208
Torrance, CA 90501
Attention: Brad Lupien
Telephone: 310-671-4400
Email: brad@arc-experience.com

If to School, to:

Attention: STEPHEN DICKINSON, CHIEF BUSINESS OFFICER
THE ACCELERATED SCHOOLS
4000 S. MAIN STREET
LOS ANGELES, CA 90038
323-235-6343 X 2532
SDICKINSON@ACCELERATED.ORG

The parties hereto agree to the foregoing as of SEPTEMBER 5, 2023

Company:

School:

GOOD SPORTS PLUS LTD, DBA "arc"

THE ACCELERATED SCHOOLS

Brad Lupien, CEO

STEPHEN DICKINSON, CBO



Exhibit A

Expanded Learning Service AGREEMENT

ACES AND TAS

SERVICES PROVIDED FOR SCHOOL by arc:

- **FULL-TIME CURRICULUM DEVELOPERS** – Reading, Mathematics, Physical Education/Athletics - \$371,700
- **PART-TIME COACHES** – FIYA league and other physical education - \$70,200
- **ENGLISH EXPLORERS PROGRAM** – Small group English language immersion instruction for ELD students - \$35,000
- **SPECIALIZED ENRICHMENT – 20 COURSES** - Emphasis project based learning, STEM, VAPA - \$50,000
- **OUTDOOR EDUCATION – 10 Field trips for 5th – 8th graders during ELOP Days** - \$50,000

SCHOOL WILL PROVIDE

- Access to dedicated and shared space as well as other school campus resources
- Dedicated space for staff to work during the school day as well as in the afterschool hours
- Access to learning resources and common space (examples include: computer lab, cafeteria, library, gymnasium, restrooms, etc.); and
- Provide access to facilities as well as all janitorial and security services.

FEES for SCHOOL YEAR 2023/2024

The total fee for services is **\$576,900**:

ELOP - \$576,900