

JM SPEECH THERAPY & ACCENT REDUCTION, APC AGREEMENT

This Contract is entered into this 26 day of June 2026 by and between JM
SPEECH THERAPY & ACCENT REDUCTION, APC., hereinafter referred to as
"CONTRACTOR" and
The Accelerated Schools, hereinafter referred to as "TAS".

WHEREAS, the CONTRACTOR, who are dutifully qualified to practice Speech Therapy; and

WHEREAS, the TAS, is in need of Speech Therapy services for eligible students; and

WHEREAS, the CONTRACTOR and TAS desire to enter into a service agreement
whereby the CONTRACTOR shall furnish the following described Speech Therapy services upon
the following terms and conditions.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. The CONTRACTOR certifies that by his skill, education, training, and experience, he is duly qualified to provide speech therapy services.
2. The CONTRACTOR shall provide Speech Language Pathologist(s) to offer Speech Therapy services set forth as follows:
 - i. Speech Therapy Evaluation and Treatment
 - ii. Speech and Language Therapy Scheduling
 - iii. Speech Therapy activities/materials and Standardized Assessments
 - iv. Consultative Service as related to Speech Therapy
 - v. Evaluations and quarterly progress reports for each student served
 - vi. Participation in IEP's
 - vii. Meetings and consultation with parents related to student progress
 - viii. Welligent Tracking; Inputting Welligent IEP notes
3. The CONTRACTOR shall provide Speech Language Pathologist Assistant(s) to offer Speech Therapy services set forth as follows:
 - i. Speech Therapy
 - ii. Progress notes
 - iii. Data Collection
 - iv. Speech Therapy activities/materials
 - v. Speech Therapy planning
4. The CONTRACTOR shall not receive reimbursable activities as follows:
 - i. Sick days
 - ii. Holidays
 - iii. Vacation days

- iv. Lunch time (30 minutes)
 - v. Continuing Education Activities
5. TAS shall perform the administrative functions set forth as follows:
- i. Adequate classroom/office space to conduct therapy activities
 - ii. Utilities (lights, A/C, internet)
 - iii. Housekeeping
6. TAS shall ensure that the CONTRACTOR is licensed by the State of California in the performance of the services herein during the term of this agreement.
7. The CONTRACTOR shall perform his services in good, workmanlike and professional manner, and agree that he will not discriminate against any student on account of race, color, sex, religious creed, age, further agreeing to comply with the provisions, where applicable, the Title XI of the Civil Rights Act of 1964.
8. TAS shall pay the CONTRACTOR the sum of \$ 70 per hour for individual therapy sessions, progress note-taking, and data collection provided by the CONTRACTOR's employee, the Speech Language Pathology Assistant (SLPA). The CONTRACTOR will not be compensated for cancellations or missed visits unless other arrangements are made to make-up time.
9. TAS shall pay the CONTRACTOR upon the request of the below:
- i. The sum of \$ 120 /hr_ for all Speech Language Pathologists (SLPs) employees of the CONTRACTOR company for Speech Language Pathologist duties such as Assessments (standardized/non-standardized); Report Writing, inputting Welligent IEP information; IEP meetings
 - ii. TAS shall pay the CONTRACTOR the sum of \$ 120/hr (as mentioned above) for IEP meetings.
 - iii. The CONTRACTOR will not be compensated for absence or cancellations.
10. The CONTRACTOR will be fingerprinted and have his background checked. The CONTRACT shall bear the costs of the fingerprinting and background checks. CONTRACTOR will have all their staff that will be on campus at any TAS submit to a tuberculosis test. CONTRACTOR's staff will only be allowed to have contact with students once the results of a negative test and completed of the vendor certification form are submitted to TAS .
11. The term of this agreement shall commence on 8/1/26 and expire 6/30/27 , unless sooner terminated as hereinafter provided.
12. The Contractor indemnifies and shall defend, with counsel chosen by District, and hold free and harmless District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of or incident to (i) any breach by Provider of its representations and warranties in this Agreement or (ii) any negligent acts,

omissions or willful misconduct of Contractor, Contractor's Subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of the Services or this Agreement; including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, and notwithstanding any limits on Contractor's insurance coverage or benefits. Contractor shall defend, with counsel chosen by District, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, for any and all reasonable and actual legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. The indemnification obligations of this **Section 12** shall survive the expiration or termination of this Agreement.

13. The CONTRACTOR will provide all necessary documentation required by the _TAS___relating to Medicaid reimbursement for services provided by the CONTRACTOR under the terms of this agreement.
14. The CONTRACTOR shall submit to _TAS___ by the first day of each month, bills showing in detail the services performed by CONTRACTOR during the preceding days of the month. The _TAS___ shall pay to the contractor the fees to which he shall be entitled within 20 days after the first of the month thereafter.
15. Insurance coverage; Contractor shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability, professional liability/malpractice liability, sexual abuse and molestation liability, to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. District in no way represents or warrants that the insurance required under this **Section 15** is sufficient to protect Contractor for liabilities that may arise from or relate to this Agreement.
 - i. The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$1,000,000), Four Million Dollars (\$2,000,000) in the aggregate. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Contractor of the indemnity provisions set forth in this Agreement.

- ii. The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.
- iii. The automobile liability insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the District, its Board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its Board members, superintendent, officers, employees, volunteers, agents, and representatives or, if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its Board members, superintendent, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.
- iv. Provider shall procure and maintain during the Term and for a period of five (5) years following completion of the Services, professional liability (Malpractice) insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) in the aggregate.
- v. Provider shall procure and maintain for the duration of this Agreement sexual abuse and molestation liability insurance. Such insurance shall provide for limits of not less than three million dollars (\$3,000,000) per occurrence, with six million dollars (\$6,000,000) in the aggregate.

All commercial general liability or comparable policies maintained by Contractor shall name District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Contractor. All such policies maintained by Contractor shall provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to Contractor and, upon receipt of such notice, Contractor shall notify District in writing within seven (7) days. All commercial policies maintained by Contractor will be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance, together with originals of the endorsements that name District as an additional insured, extending coverage on a primary, non-contributory basis, shall be delivered to District prior to Contractor's commencement of the Services and from time to time at least thirty (30) days prior to the expiration of the term of each such policy. The certificate(s) of insurance shall reference this Agreement by name, and the insured party named on the certificate(s) shall match the name of the Contractor as identified in this

Agreement. If an insurance policy is provided on a claims-made basis, then (i) the retroactive and continuity dates must begin before the Effective Date of this Service Agreement, (ii) Contractor shall maintain the insurance for five (5) years after the completion of the Services under this Agreement, and (iii) if the coverage is cancelled or non-renewed and not replaced with another claims-made policy with a retroactive date prior to the Effective Date of this Agreement, Contractor must purchase extended reporting coverage for a minimum of five (5) years after the completion of the Services under this Agreement. Certificates of insurance must be provided through the period of the extended reporting option, or a copy of the endorsement evidencing the purchase of the extended reporting option shall be provided. Contractor shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to District that Contractor has secured all insurance required under this section. Neither District's failure to obtain a complying certificate of insurance or endorsement from Contractor, nor District's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation provided by Contractor, its insurance broker and/or insurer(s), shall be construed as a waiver of any of the insurance requirements of this **Section 15**. Contractor also shall require all of Contractor's Subcontractors to procure and maintain the same insurance for the duration of the Agreement. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until the Subcontractor has provided evidence satisfactory to District that the Subcontractor has secured all insurance required under this section.

16. Confidentiality. At all times the CONTRACTOR shall protect and preserve the Confidential Information as confidential, using no less care than that with which it protects and preserves its own highly confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except to provide or receive the services set forth in the Services Agreement (the "Limited Purpose"). The CONTRACTOR may disclose, distribute or disseminate the Confidential Information to any of its officers, directors, members, managers, partners, employees, agents or other persons (its "Representatives") provided that the CONTRACTOR reasonably believes that those Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The CONTRACTOR shall not disclose, distribute or disseminate the Confidential Information to any third party without the prior written consent of the Disclosing Party. The CONTRACTOR shall at all times remain responsible for any violations of this Agreement by any of its Representatives.
17. Family Educational Rights and Privacy Act. Confidential Information may include student education records that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232(g), et seq. and the regulations promulgated thereunder. To the extent that one party has access to "education records" of the

other party under this agreement, it is deemed a "school official," as each of these terms are defined under FERPA. The CONTRACTOR agrees that it shall not use such education records other than as permitted hereunder. Except as required by law, the CONTRACTOR shall not disclose or share such education records with any third party unless permitted by the terms of the agreement. In the event any person(s) seek to access protected education records through the CONTRACTOR, whether in accordance with FERPA or other Federal or relevant State law or regulations, the CONTRACTOR will promptly inform the Disclosing Party of such request in writing if allowed by law or judicial and/or administrative order. The CONTRACTOR shall not provide direct access to such data or information or respond to individual requests. The CONTRACTOR shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Disclosing Party and shall only provide such data and information to the Disclosing Party. It shall be the Disclosing Party's sole responsibility to respond to requests for data or information received by the CONTRACTOR regarding the Disclosing Party's data or information. Should the CONTRACTOR receive a court order or lawfully issued subpoena seeking the release of such data or information, the CONTRACTOR shall provide prompt notification to the Disclosing Party of its receipt of such court order or lawfully issued subpoena and shall provide the Disclosing Party with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order. In the event of a security breach concerning any education record covered under this Agreement, the CONTRACTOR will reasonably cooperate with the Disclosing Party to limit and mitigate such security breach to the extent required by applicable law, including FERPA.

18. Health Insurance Portability and Accountability Act of 1996 (HIPAA). This agreement between _ TAS____ and Consultant sets forth the terms and conditions under which information created or received by or on behalf of _ TAS____ may be used or disclosed under state law and the Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013 and will also uphold regulations enacted there under. Confidential information will not be used or disclosed by the Employee in violation of applicable law. The intent of this agreement is to ensure that Consultant will use and access only the minimum amount of confidential information necessary to perform their duties and will not disclose confidential information outside of their Consultant role at _ TAS____ unless expressly authorized in writing to do so by _ TAS____. All Confidential information received (or which may be received in the future) by Consultant will be held and treated by her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by _ TAS____ and will not be used other than in connection with the Independent Consultant relationship.
19. Neither the CONTRACTOR nor the _ TAS____ shall assign or transfer any interest in this agreement without consent of the other party.

20. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.



John Mina M.A., CCC-SLP
JM Speech Therapy & Accent Reduction

07/08/2026
Date



Cynthia M. Foley, Ed.D.
Chief Human Resources Officer

7/8/26
Date