



SUBSTITUTE SERVICES AGREEMENT

This Substitute Services Agreement (hereinafter referred to as "Agreement") is made and entered into by and between LA Leadership Academy (hereinafter referred to as the "School"), whose principal place of business is located at 2670 N Griffin Ave LA CA 90031, and Premier Educational Staffing, LLC (hereinafter referred to as "PES"), with its principal place of business located at PO BOX 3172 South Pasadena, CA. 91031 Collectively, the School and PES are referred to as "the Parties."

WHEREAS, PES is engaged in the temporary staffing services business, providing temporary substitute teachers to schools; and

WHEREAS, PES is to be engaged by the School to provide substitute teachers ("hereinafter referred to as "Substitutes") on an as-needed and non-exclusive basis on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

- Services Provided by PES.** During the term of this Agreement, PES agrees to provide qualified Substitutes as requested by the School. PES agrees that each Substitute referred to the School shall be screened and qualified for the position to which the Substitute is assigned. PES further agrees the Substitutes referred to the School will have appropriate certifications as required by the School and completed and cleared LiveScan with the Department of Justice.
- Term of Agreement.** This Agreement shall commence on 5/9/22, and will continue until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days prior written notice to the other party.
- Fees and Payment Terms.** The School agrees to pay PES all fees related to services performed by PES in accordance with the following schedule:

For Long Term credentialed subs:

- Half Day Substitute (up to four hours): \$160.00
- Full Day Substitute (more than four hours, up to eight hours): \$329.00
- Overtime Substitute (more than eight hours, up to ten hours):
\$375.00

For Daily Substitutes:

- Half Day Substitute (up to four hours): \$160.00
- Full Day Substitute (more than four hours, up to eight hours): \$280.
- Overtime Substitute (more than eight hours, up to ten hours):
\$329.00

The Substitute's day begins when the Substitute arrives at the School's campus and the day ends when the Substitute leaves the School's campus.

Fees for Substitutes will be invoiced on a weekly basis. The school is to remit payment by the due date on each invoice. Failure to remit payment by the due date on each invoice will incur a late fee of an additional 5% of the balance due on that invoice. Payments should be remitted as follows:

Premier Educational Staffing
P.O. Box 3172
South Pasadena, CA 91031

4. **Assignments and Cancellations.** When requesting a Substitute, the School is to provide PES with the date(s) on which the Substitute is required, subjects which the Substitute is to teach, and any other information pertinent to allow PES to effectively fill the position.

In the event that the School needs to cancel a Substitute that has been requested, the School must notify PES at least one hour prior to the Substitute's scheduled start time. If the School fails to notify PES of a cancellation at least one hour prior to the Substitute's scheduled start time, the School will be charged for a Half Day Substitute.

5. **Recruiting Fee.** The School acknowledges that PES has made significant investment in the selection and employment of its Substitutes. Accordingly, in the event that the School or any entity affiliated with the School offers any PES Substitute employment with the School of any entity affiliated with the School, the School agrees to pay PES a recruiting fee of \$1,000.00.
6. **Indemnification.** The Parties hereby agree to indemnify, defend, and hold one another harmless from and against any and all claims, demands, damages, injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses), losses and liabilities of whatever nature (including liability to third parties), arising from the errors or omissions of their respective employees or agents, or a material breach of the Agreement, including without limitation, any violation of any local, state and/or federal law, regulation, ordinance, directive or rule.
7. **Arbitration.** All claims or disputes involving the Parties or between the Parties to this Agreement related to any matter, controversy or claim arising out of or relating to this Agreement and/or the breach thereof, shall be resolved by binding arbitration. Such arbitration shall be held in Los Angeles County, California before a retired California Superior Court or Federal Judge, and pursuant to the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The California Code of Evidence shall apply to all arbitration proceedings, as well as the right to summary judgment or adjudication of the matter. The decision of the arbitrator shall be final and binding on the parties to this Agreement. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. This Agreement shall not prevent

the Parties from obtaining provisional remedies in court to the extent permitted by law (either before the commencement of or during the arbitration process), pending final resolution of the dispute pursuant to this Agreement. Awards shall include the arbitrator's written reasoned opinion.

8. **Applicable Law and Venue.** This Agreement shall be determined to be a contract made within the State of California and for all purposes shall be governed and construed under and in accordance with the laws of the State of California.
9. **Assignability.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto this Agreement may not be assigned without the written consent of the Parties.
10. **Attorneys' Fees and Costs.** In the event of any proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its reasonable costs (including but not limited to arbitration fees and costs) and reasonable attorney's fees.
11. **Business Interruption.** Neither Party shall be liable to the other for any loss of business or any other damage, including but not limited to profits, good will, special, incidental or consequential damage, which results from performance of each party's obligations hereunder.
12. **Counterparts.** This Agreement may be executed in one or more counterparts and counterparts signed in the aggregate by the Parties shall constitute a single original instrument.
13. **Headings.** Captions and organization are for the convenience and shall not be used in construing meaning.
14. **Integration and Modifications.** This document constitutes the full, complete, absolute and entire agreement between the Parties. There are no oral or implied representations, arguments, or understandings affecting the same and any future representations, agreements, amendments, modifications, understandings or waivers, in order to be binding upon the Parties hereto, must be reduced to writing, signed by the Parties.
15. **No Waiver of Rights.** The failure of either Party strictly to enforce any provision hereof shall not be construed as a waiver thereof or as excusing either party from future performances in strict accordance with the provisions of the Agreement.
16. **Severability.** Should any term, warranty, covenant, condition or provision of this Agreement be held to be invalid or unenforceable by a court or other body of competent jurisdiction or pursuant to arbitration, the balance of this Agreement shall remain in force and shall stand as if the unenforceable part did not exist. The invalid or unenforceable provision shall be replaced by a provision as similar as possible and which is valid and enforceable.
17. **Terms Surviving Termination of Agreement.** Termination of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either Party during the


term of this Agreement. The obligation of either Party to notify, indemnify, defend and hold harmless the other under the terms of this Agreement shall continue after the termination hereof with respect to events occurring prior to such termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

[SCHOOL]

PREMIER EDUCATIONAL STAFFING

SIGNATURE



SIGNATURE

NAME

Krishnan Pablo

NAME

TITLE

Co-Owner

TITLE

DATE

5/9/22

DATE