



TUTORLY

Service Agreement

This agreement (“Agreement”) is made and entered into as of the commencement date set forth in Section 1 below by “Tutorly Inc.,” a Delaware Corporation located at: 2116 4th Ave., Suite 4108, Seattle, WA 98121 (hereinafter, “TUTORLY” or “Independent Contractor”) and Los Angeles Leadership Academy located at: 2670 Griffin Ave Los Angeles CA 90031(hereinafter, “Client” or “Company”).

RECITALS

- A. TUTORLY engages in the business of providing tutoring services.
- B. Client is a California Public Charter School that offers academic services in Los Angeles County.

AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. PERIOD OF AGREEMENT

This Agreement shall commence on August 9, 2021 (the “Commencement Date”), and shall continue through the end of the 2021-2022 fiscal year (the “Term”).

2. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved or ratified by the Board of the Client. Contractor may not commence any services until such approval has been obtained.

3. SERVICES TO BE PROVIDED BY TUTORLY

TUTORLY shall provide the services (the “Services”) described on Exhibit A, which is attached hereto and made a part hereof.

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TUTORLY personnel shall maintain auditable logs of services provided. Such logs will be made available to Client, upon request, within five business days. For purposes of this Agreement, the term “business days” shall not include Saturdays, Sundays or holidays. Should TUTORLY not be able to provide such requested Services, TUTORLY will notify Client in writing, within five business days.

4. ADDITIONAL SERVICES

At Client’s request, any services from TUTORLY in addition to the initial Services requested, will be provided once mutually agreed upon in writing.

Services will not be provided by TUTORLY on Client holidays or Client breaks (except summer break). Client must provide a copy of the school calendar to TUTORLY prior to the commencement of this Agreement.

5. AUDIT AND INSPECTION OF RECORDS

TUTORLY agrees that all files, documents, records, and materials created by TUTORLY in the course of providing the Services during the Term of this Agreement, other than TUTORLY’s internal and business documents, shall be the property of Client. TUTORLY agrees that upon expiration or termination of this Agreement for any reason, TUTORLY shall deliver such property of Client to Client, TUTORLY shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TUTORLY or TUTORLY personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and the prevailing standards for the confidentiality of student and/or patient records. TUTORLY personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Educational and Privacy Act (20 U.S.C. §1232g) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF TUTORLY

(a) During the term of this Agreement, Client shall provide TUTORLY with student records, including testing results, as may be reasonably necessary for the proper provision of the Services.

(b) Compliance with Laws. During the Term of this Agreement, TUTORLY and Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.



(c) Facilities. TUTORLY will provide Services to Client at Client’s facility, and Client shall provide a space that is reasonably necessary to provide the Services, unless a Client specifically requests to have all Services be performed remotely.

(d) Payment. Client shall compensate TUTORLY for the Services as provided in Section 8 below.

7. ADDITIONAL RESPONSIBILITIES OF TUTORLY

(a) Qualifications, Credentials, Licenses. All TUTORLY personnel will be qualified in all material respects to provide the Services they provide on behalf of TUTORLY hereunder. TUTORLY shall provide Client with a list of all TUTORLY personnel that will serve students enrolled in the program.

(b) Fingerprinting and TB Requirements. TUTORLY shall conduct such criminal background checks of all TUTORLY personnel through the Department of Justice (“DOJ”) as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TUTORLY personnel working with students of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law).

(c) Attendance Reporting. TUTORLY shall keep accurate records of student attendance and time spent by TUTORLY personnel in providing Services to students in the Program. Copies of such records will be provided to Client on a monthly basis at the end of the month with the invoices described in Section 8 below.

(d) Program Monitoring. TUTORLY shall comply with Client’s reasonable requests for periodic monitoring of student progress. Client shall have access to observe students in the instructional setting, to interview the TUTORLY personnel providing instruction to Client’s students, and to review the progress of such students, provided that TUTORLY shall be compensated (in accordance with Section 8) for all time spent by TUTORLY personnel in such interview and review processes.

(e) Progress Reports. For each student assigned to the Program by Client, TUTORLY shall provide Client and the applicable written progress report, which shall identify current levels of performance and suggested goals of such student.

(f) Compliance with Laws. During the term of this Agreement, TUTORLY shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.



8. COMPENSATION AND METHOD OF PAYMENT

Compensation. In consideration for TUTORLY Services, Client shall compensate TUTORLY at the rates set forth on Exhibit A. Compensation shall be payable by Client as follows:

(i) Within fifteen (15) business days of the invoice date during the Term of this Agreement. TUTORLY shall submit an invoice to Client for Services provided on the last day of such month at the fees described in Exhibit A.

(ii) If Client has a good faith dispute with respect to whether a particular Service identified in an TUTORLY invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TUTORLY describing such dispute in reasonable detail within ten (10) business days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TUTORLY and Client shall use their best reasonable good faith efforts to resolve such dispute within the ten (10) business days period following such notice, and Client will provide to TUTORLY all records relevant to the disputed charges.

(iii) For payments not received within thirty (30) business days as described in paragraph (i) above, Client shall pay a late charge of the highest rate permitted by law not to exceed one percent (1%) monthly, compounded monthly until paid in full. Client also agrees to pay TUTORLY all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

9. INSURANCE

(a) Insurance Obligations of TUTORLY. TUTORLY shall procure and maintain all necessary insurance policy while this Agreement is in effect.

(b) Insurance Obligations of Client. Client shall procure and maintain all necessary insurance policy while this Agreement is in effect:

10. INDEMNIFICATION

(a) Indemnification by TUTORLY. TUTORLY 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 TUTORLY obligations hereunder and resulting from the negligence or willful misconduct of TUTORLY or its agents, employees, or subcontractors.

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(b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TUTORLY 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 TUTORLY).

11. TERMINATION

(a) Without Cause. Either party may terminate this Agreement, without cause, upon at least thirty (30) business days prior written notice.

(b) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,

(i) TUTORLY will, within ten (10) business days of termination, present a final invoice for all TUTORLY Services provided through the effective date of termination, which shall be due and payable in full within ten (10) business days of delivery to Client, subject to Section 8(a)(iii) above.

12. INDEPENDENT CONTRACTORS

(a) TUTORLY agrees to perform the Services hereunder solely as an independent contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. TUTORLY is not authorized to enter into or commit the Company to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of Client.

(b) Further, the Independent Contractor shall not be entitled to participate in any of Client's benefits, including without limitation any health or retirement plans. Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

(c) Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Independent Contractor or any other person consulted or employed by Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility.

13. CONFIDENTIALITY

(a) TUTORLY Proprietary Information. Client acknowledges and agrees that TUTORLY owns all right, title and interest in and to the TUTORLY materials and TUTORLY

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systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals, specifications, software, forms, education materials, financial information (all individually and jointly referred to as “TUTORLY Proprietary Information”). Client shall maintain the confidentiality of all such TUTORLY’ proprietary information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TUTORLY proprietary information to unauthorized persons by any of its officers, directors, employees or agents.

(b) Client Proprietary Information. TUTORLY acknowledges and agrees that in the course of performance of its obligations under this agreement, TUTORLY will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the “Client proprietary information”). All of such Client proprietary information shall be and remain the property of Client at all times, and TUTORLY shall have no right, title or interest therein.

14. MISCELLANEOUS

(a) No Third-Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TUTORLY and Client and not to any third person.

(b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.

(d) Counterparts. 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.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.



(f) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.

(g) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable.

(h) Further Assurances. 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.

(i) 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 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.

(j) Attorneys' 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.

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

TUTORLY

Signature: _____

Date: _____



Los Angeles Leadership Academy

Signature: _____

Date: _____



Exhibit A Services

Evaluations/Assessments — Upon written request by Client, Tutorly shall provide the following services:

- (a) Provide math skill-based tutoring services to students through an online interface
- (b) Create high quality, research-based lessons to increase the academic achievement of eligible students
- (c) Maintain all student information, including attendance records, progress notes, and lesson plans
- (d) Evaluate the effectiveness of the program, including the standards and assessments agreed to in consultation with the Client
- (e) Employ highly qualified staff and provide training and curriculum for tutoring sessions

Compensation Schedule

Rates per Hour

Subject to individual services or group services

Services (Math Tutoring Services)

Tutoring Services - \$100/hour – tutoring services will be provided one-on-one or in small groups of up to 3 students.

Program Administration - \$100/hour.

Our expectation is that we will provide math tutoring to students one-on-one or in small groups. Based on the number of students and the timing of this engagement, we estimate that the total number of tutoring hours to be provided under this contract is around 1,854 hours. Our contract based on the pricing for this engagement will not exceed \$250,000.

Other services will be added as requested once rates are discussed and approved.

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