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## TeleTeachers, Related Services Agreement Contract

This Services Agreement (this “**Agreement**”), dated as of **July 29, 2021** (the “**Effective Date**”), is by and between **TeleTeachers, Inc.**, an **Illinois** company, with offices located at **1 E. Erie Street, Suite 525 PMB 4215, Chicago, IL 60611** (“**TeleTeachers**”) and **Southern Plains Educational Coop** and a **Minnesota** entity, with offices located at **1200 N. Park Street, Fairmont, MN 56031** (“**Client**” and together with TeleTeachers, the “**Parties**”, and each a “**Party**”).

WHEREAS TeleTeachers has the capability and capacity to provide certified personnel including but not limited to special education teachers, speech-language pathologists, school psychologists, social workers, counselors, physical therapists, and occupational therapists to perform certain assessment or therapy services.

Services may include but are not limited to the following:

1. Provider services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination.
2. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment services; screenings. Assessments include a base rate encompassing pre-assessment and results meetings and testing set up. Additional assessments will be administered where outlined in the Student’s assessment plan.
3. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
4. Assess students’ abilities and develop targeted instruction; Adapt general education curriculum and materials to students’ needs; Teach basic skills; Monitor and document students’ progress; Support students with learning disabilities; Provide reading intervention; and Provide services and adaptations to students (i.e.-specific to vision loss or hearing impairment).



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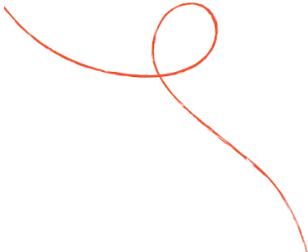
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5. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA) and School Psychology Assistants.

WHEREAS Client desires to retain TeleTeachers to provide the said services, and TeleTeachers is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TeleTeachers and Client agree as follows:

1. Services. TeleTeachers shall provide to Client the services (the “**Services**”) set out in one or more statements of work to be agreed upon by the Parties (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only when signed by the Parties. Personnel provided through this contract will be engaged for a period of an entire school year. Following training, the Client provides the contracted Personnel with the equipment and student system access including district email as necessary to complete their assigned tasks.

2. Contracted Students. Statement of Work may specify a number of “Contracted Students,” which is the number of Students for whom Client has purchased Services as of the date of the Statement of Work. Client and TeleTeachers agree that, upon request by any authorized representative of Client (“Client Authorized Individual”) to serve more students than the number of Contracted Students or to provide additional Services, the terms of Statement of Work will apply, without the need for the Parties to enter into an additional Statement of Work. A request may be made orally, in writing, or by providing TeleTeachers with a student’s Individual Education Plan and/or Individual Services Agreement.

3. Contracted Hours. Statement of Work may specify a number of “Contracted Hours,” which is the number of Hours for which Client has purchased Services as of the date of the Statement of Work. Client and TeleTeachers agree that, upon request by any authorized representative of Client (“Client Authorized Individual”) to serve more hours than the number of Contracted Hours or to provide additional Services, the terms of Statement of Work will apply, with the need for the Parties to enter into an additional Statement of Work.

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4. Assessments Commitment (Speech, Occupational, and Physical Therapy). Statement of Work may set forth an “Assessments Commitment,” which shall be the minimum number of assessments for which payment is due at the end of the term. If Client does not purchase the Assessments Commitment during the Initial Term or a Renewal Term, at the end of the term, Client shall pay an amount equal to the rate applicable to the type of assessment multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Assessments Commitment.

5. Psychoeducational Assessments Commitment. Statement of Work may set forth a “Psychoeducational Assessments Commitment,” which shall mean the minimum value of Psychoeducational assessments for which payment is due at the end of the term. If Client does not purchase the Psychoeducational Assessments Commitment during the Initial Term or a Renewal Term, at the end of the term, Client shall pay an amount equal to the applicable Rate multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Psychoeducational Assessments Commitment.

6. TeleTeachers Obligations. TeleTeachers shall:

6.1 Designate personnel that it determines, in its sole discretion, to perform the Services set out in each Statement of Work (the “**Personnel**”).

6.2 Perform the Services in accordance with the terms and subject to the conditions set out in the applicable Statement of Work and this Agreement.

6.3 Take all steps necessary to ensure that Personnel meet the requirements of Client’s state to provide the Services set out in the Statement of Work within a reasonable period of time following the execution of a Statement of Work to allow for timely performance of the Services.

6.4 Make no changes in Personnel except:

(a) Following notice to Client.

(b) At the reasonable request of Client, in which case TeleTeachers shall use reasonable efforts to appoint a replacement at the earliest time it determines to be commercially viable.

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6.5 Maintain complete and accurate records relating to the provision of Services under this Agreement for a period of four years following completion of the applicable Statement of Work, and shall provide said records to Client, within a reasonable time after receipt of Client's written request or as otherwise provided in the Statement of Work.

6.6 Be responsible for all Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

6.7 Be responsible for conducting, at TeleTeachers expense, a criminal information records background check, (hereinafter referred to as "background check"), through Checkr and other appropriate states' agencies, on all current and potential Personnel who are anticipated to have, "direct, unsupervised contact" with Client students in the performance of this contract.

## 7. Client Obligations. Client shall:

7.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Representative**"), with such designation to remain in force unless and until a successor Client Representative is appointed.

7.2 Reserve the right to request the replacement of Personnel assigned by TeleTeachers with no notice at no additional cost or Client if, in Client's sole discretion, it is determined by Client and TeleTeachers that the assigned Personnel does not adequately meet the needs of the Client.

7.3 Reserve the right to refuse a Personnel presented by TeleTeachers at its sole discretion.

7.4 Jointly supervise service provided; however, TeleTeachers is ultimately responsible for quality of service.

7.5 Require that the Client Representative respond promptly to any reasonable requests from TeleTeachers for instructions, information or approvals required by TeleTeachers to provide the Services.

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7.6 Cooperate with TeleTeachers in its performance of the Services and provide access to Client's information, employees, contractors, and equipment as required for TeleTeachers to perform the Services.

7.7 Verify the accuracy and completeness of all student information prior to providing it to TeleTeachers in connection with the performance of Services.

7.8 Provide the students receiving TeleTeachers' Services with a safe environment that includes a computer with internet connectivity and required software.

7.9 Take all steps necessary, including obtaining any required consents required by applicable law or otherwise, to prevent Client-caused delays in TeleTeachers's provision of the Services.

## 8. Fees and Expenses.

8.1 In consideration of the provision of the Services by TeleTeachers under this Agreement, Client shall pay the fees set out in the applicable Statement of Work. Payment to TeleTeachers of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services. All fees due hereunder are non-refundable and are not contingent on TeleTeachers providing any additional services. Unless otherwise provided in the applicable Statement of Work, invoices from TeleTeachers are payable within thirty days of receipt by the Client.

8.2 Should Client fail to pay an invoice in full within thirty days of receipt, the fees not paid shall accrue interest at a rate equal to the lesser of 1.5% per month or the highest rate permissible under applicable law, from the date the invoice was due until paid. Client shall also reimburse TeleTeachers for all reasonable costs incurred in collecting any fees not paid when due, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this Agreement or at law (which TeleTeachers does not waive by the exercise of any rights hereunder), TeleTeachers shall be entitled to suspend the provision of any Services if the Client fails to pay any fees when due hereunder and such failure continues for sixty days following written notice thereof.

8.3 The Client onboarding fee set forth below is a one-time, flat fee assessed to cover onboarding and implementation costs of each student (the "Onboarding Fee"). The onboarding process will include assisting with information and caseload gathering, connecting

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the school district with TeleTeacher staff and any technology training or assistance needed for the district and its facilitators. The Onboarding Fee will be \$64 per student and will be due upon the 'Go live' date of the program.

8.4 Monthly Commitment. "Monthly Commitment" shall mean the minimum dollar payment due each month of the Term, excepting the month in which Services begin. For each Monthly Commitment Month, Client shall pay the greater of (i) the total fees incurred in each month or (ii) the Monthly Commitment amount. These Minimum Commitment amounts will be trued up at the end of each quarter and at the end of the contractual term. Example: Say, Monthly Minimum Commitment is \$20,000 per month. And actuals are as follows: Month 1 - \$10,000; Month 2 - \$25,000; Month 3 - \$30,000. Billed amounts will be as follows: Month 1 - \$20,000 (Min amount); Month 2 - \$25,000 (Actual amount); Month 3 - \$20,000 (Trued up amount - Month 3 billing was reduced as the minimum commitment was met during the 3 month period.)

8.5 Personnel will be compensated at the contracted rate as outlined per discipline for all time spent traveling during regular business hours.

8.6 Student Absence. If Client, both on-site or off-site, cancels a session for an unforeseen event, past the first hour of the beginning of the school day and/or an hours notice prior to the start of the session that falls within the first hour of school, Client agrees to pay TeleTeachers the applicable rate for the duration of the scheduled sessions. Student absence sessions will be forfeited unless otherwise, requested by the Client. If requested by Client, the Provider is responsible to coordinate with the Client, to schedule a make-up session which could only be waived upon Client request.

8.7 Provider Absence. If the Provider cancels the session due to scheduled personal time off (PTO), an illness, or unforeseen event, the Provider is responsible to coordinate with the Client, a make-up session which could only be waived upon Client request.

8.8 Delayed Student Attendance. The Client is held accountable for Student attendance and tardiness to scheduled sessions. Providers will grant access to the scheduled session up until fifteen (15) minutes into the scheduled session. If the Student requests access to the session after the fifteen (15) minute allotment, the student will not be granted access and this session will be forfeited. The Client agrees to pay TeleTeachers the applicable rate for the duration of the scheduled session.

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8.9 Intellectual Property. All intellectual property rights, including copyrights and other confidential information, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of TeleTeachers in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") except for any Confidential Information of Client or Client materials, shall be owned by TeleTeachers. TeleTeachers hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

9. Confidentiality. During the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public and confidential information of Disclosing Party that is known to be confidential, or if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any third party, except as necessary to exercise the Receiving Party's rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

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## 10. Term, Termination, and Survival.

10.1 This Agreement shall commence as of the Effective Date, unless terminated pursuant to this Section 9, and shall continue until June 30th of the current school year (the "**Term**") after which it will automatically renew for an additional school year unless either Party gives at least 30 days written notice of non-renewal prior to the end of the then-current term. Should either Party give written notice of non-renewal while a Statement of Work is in effect, this Agreement shall continue in force until such Statement of Work expires by its terms. Notice of non-renewal does not relieve Client of its obligation to pay all fees for Services provided by TeleTeachers through the end of the Term.

10.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

(a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under bankruptcy law, which is not fully stayed within seven business days or is not dismissed or vacated within forty-five business days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3 Notwithstanding anything to the contrary in Section 9, TeleTeachers may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder and such failure continues for sixty days after Client's receipt of written notice of nonpayment.

10.4 Notwithstanding anything to the contrary in Section 9, Client may terminate this Agreement before the expiration date of the Term for no cause after providing TeleTeachers at least 90 days prior written notice. For absence of doubt, the client will be required to pay the higher of a) Monthly Minimum Committed amount or b) Actual Billed amount during this 90

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day termination period. **Special Education Teacher Only:** the Monthly Minimum Committed amount through the expiration of this contract.

10.5 Should there be a provider change during the duration of this agreement, TeleTeachers reserves the right to seek a replacement provider for up to thirty (30) TeleTeacher business days beyond the last date of service. Should TeleTeachers not secure a replacement provider within the outlined timeline, the Client may fill the open position at their discretion with no penalty. Should the Client fill the open position within the thirty (30) business day timeline, the Client shall be responsible to pay a one time fee that equals their remaining minimum monthly obligation.

10.6 Should TeleTeachers not secure a provider within 45 TeleTeachers business days of the contract signature, the Client may fill the open position at their discretion with no penalty.

10.7 After termination of this Agreement, all amounts owed by Client to TeleTeachers, which accrued before termination will be immediately due and payable.

10.8 The rights and obligations of the Parties set forth in this Section 9 and in Section 7.9, Section 10, Section 13, Section 14, Section 15, Section 25, Section 17, Section 26, Section 27, Section 28, Section 29, and Section 30 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. Statute of Limitations The Parties must file any action, litigation or proceeding arising from or relating to this Agreement, directly or indirectly, no later than one year after the claim has accrued. The Parties waive the right to file an action arising directly or indirectly from or relating to this Agreement under any longer statute of limitations.

## 12. Representations and Warranties.

12.1 Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

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(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other action of the Party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such party in accordance with its terms.

12.2 TeleTeachers warrants that it shall perform the Services:

(a) in accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement;

(b) using personnel of required skill, experience and qualifications for providing the Services; and,

(c) in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

13. Disclaimer of warranties except as otherwise provided herein, TeleTeachers makes no warranties concerning the services provided under the agreement and expressly disclaims all other warranties express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

14. Limitation of Liability.

14.1 In no event shall TeleTeachers be liable to client or to any third party for any loss of use, revenue, or profit, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not TeleTeachers has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

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14.2 In no event shall TeleTeachers' aggregate liability arising out of or related to this agreement, whether arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence, or otherwise exceed the fees client has paid to TeleTeachers in the three months prior to the date on which client provides notice of the claim to TeleTeachers.

## 15. Indemnification.

15.1 Service Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**") awarded against a Client Indemnitee in a final judgment arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "**Action**") arising out of or resulting from: TeleTeachers' material breach of any representation, warranty, or obligation of TeleTeachers set forth in this Agreement.

15.2 Client shall defend, indemnify, and hold harmless TeleTeachers and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses awarded against TeleTeachers in a final judgment arising out of or resulting from any third-party Action arising out of or resulting from Client's material breach of any representation, warranty, or obligation of Client in this Agreement.

15.3 The Party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 12.3 shall not relieve the indemnifying party of its obligations under this Section 12.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.



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15.4 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, the indemnified party's gross negligence or more culpable act or omission (including recklessness or willful misconduct).

## 16. Non-Solicitation.

16.1 During the Term of this Agreement, and for a period of twelve months thereafter, Client shall not, directly or indirectly, in any manner, solicit or induce for employment any TeleTeachers employee or independent contractor. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 11, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 11.

16.2 If Client breaches Section 12, the Client shall, on demand, pay to the TeleTeachers a sum equal to one year's basic salary that TeleTeachers paid to that employee or independent contractor plus the recruitment costs incurred by TeleTeachers in replacing such person.

17. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by



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the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to Client:

**Southern Plains Educational Coop**  
**1200 N. Park Street,**  
**Fairmont, MN 56031**

Attention: Sarah Mittelstadt  
sarah.mittelstadt@southernplainedcoop.org

Notice to TeleTeachers:

TeleTeachers, Inc.  
1 E. Erie Street, Suite 525 PMB 4215  
Chicago, IL 60611

Attention: Mrs. Emily Smith, Chief Executive  
Officer

19. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth

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in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TeleTeachers. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. TeleTeachers may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of TeleTeachers's assets without Client's consent.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by TeleTeachers shall be under its own control, Client being interested only in the results thereof. TeleTeachers shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. Independent Contractors. Some assigned Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.

26. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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27. Mandatory Mediation. The Parties agree that any dispute arising from or related to this Agreement shall be submitted to mediation before resorting to litigation, and that submitted the dispute to mediation is a condition precedent to filing an action. Mediation will be administered by the American Arbitration Association (“AAA”) under its then-current Commercial Mediation Procedures (“Mediation Procedures”) and before a mediator selected under those Mediation Procedures. All aspects of the mediation process will be treated as confidential, may not be disclosed to others, and are not admissible in any other proceeding or action whatsoever. A Party shall initiate mediation through the process set forth in the Mediation Procedures. The mediation must be held in Chicago, IL, and must be concluded within thirty days following the submission of the request for mediation to AAA, unless the Parties agree to a longer period in writing. The Parties will equally share the cost of the mediation, including administrative costs and mediator fees.

28. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

29. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than U.S. District Court, Northern District of Illinois or the courts of the State of Illinois sitting in Circuit Court of Cook County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in U.S. District Court, Northern District of Illinois or the courts of the State of Illinois sitting in Circuit Court of Cook County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

30. Litigation Costs and Expenses. If any Party institutes any legal suit, action, or proceeding against the other Party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement) arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in a final, non-appealable



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judgment regarding the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses, and court costs (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

31. Waiver of Jury. Each party acknowledges that any controversy that may arise under this agreement, including exhibits, schedules, attachments, and appendices attached to this agreement, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement, including any exhibits, schedules, attachments or appendices attached to this agreement, or the transactions contemplated hereby.

32. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 11, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

33. Force Majeure. TeleTeachers shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TeleTeachers including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay due to a telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of seven days, Client shall be entitled to give notice in writing to TeleTeachers to terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Southern Plains Educational Coop

By   
Name: Sarah Mittelstadt

Title: Executive Director

Date: 7/30/2021

TELETEACHERS, INC.

By   
Name: Emily Smith

Title: CEO

Date: 7/30/2021

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## EXHIBIT A

### INITIAL STATEMENT OF WORK

This Initial Statement of Work ("**SOW**") is issued under and subject to the terms and conditions of the Services Agreement ("**Agreement**"), entered into on **July 29, 2021**, between **TeleTeachers, Inc.** and **Southern Plains Educational Coop.**

This SOW is effective beginning **August 1, 2021** [("**Effective Date**")] and will remain in effect until **June 30, 2022** [("**Expiration Date**)], unless earlier terminated in accordance with the Agreement.

1. Description of Services. This Agreement governs (a) Client's access to and use of TeleTeachers Technology, which enables qualified clinicians and teachers, including but not limited to special education teachers, speech-language pathologists, psychologists, social workers, counselors, physical therapists, occupational therapists, (each, a "Personnel") to provide supplemental educational services ("Services") to Client's Students with identified or suspected special needs ("Students"), and (b) Client's use of Personnel to provide Services. "TeleTeachers Technology" consists of software, websites, networks, and equipment made available or used by TeleTeachers pursuant to this Agreement to facilitate Client's access to and/or use of the Services.

TeleTeachers agrees to perform the following services to the Client:

- a. Provider services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination.
- b. TeleTeachers will complete compensatory hours/minutes of service unless agreed upon between parties before completion of contract.

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- c. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment services; screenings. Assessments include a base rate encompassing pre-assessment and results meetings and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.
- d. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- e. Assess students' abilities and develop targeted instruction; Adapt general education curriculum and materials to students' needs; Teach basic skills; Monitor and document students' progress; Support students with learning disabilities; Provide reading intervention; and Provide services and adaptations to students (i.e.-specific to vision loss or hearing impairment).
- f. Caseload
  - i. **Special Education Teacher for Physically Impaired/.4 FTE and/or 13 students on caseload**

## 2. TeleTeachers provides the following **Supporting Services** to the Client:

- Access to the newest edition of protocols and assessments;
- Provider biography to share with students, parents/guardians and educational staff;
- Technology troubleshooting and setup;
- Consultations through the school year with the Director of School Partnerships and Provider Management;
- Customized monthly invoices;
- Provider Training: SpEd Software, SpEd Compliance and Best Practices, IDEA Compliance and documentation using the TeleTeachers Platform
- Ongoing support from our team regarding services, invoices, and any additional needs

## 3. Fees. Client shall pay TeleTeachers for the services provided in this SOW, as follows:



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<i>School Calendar Days</i>	<i>73</i>
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<i>Contracted Hours Per Day</i>	<i>8 hours per day</i>
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<i>Minimum Monthly Contract Commitment (TelePractice)</i>	<i>\$2,850</i>
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*\*Minimum amount that you will be invoiced monthly during the contractual period.*

<i>Onboarding Fees</i>	<i>13 students</i>	<i>\$832</i>
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Assigned Personnel are paid for the number of days determined by the District's school calendar, with the exception of district paid holidays up to 190 days per year (up to 8 hours per day to equal 1520 hours per year) at the rates specified below.

### Special Education Fees

2021-2022, School Year

<i>Discipline</i>	<i>Teletherapy</i>	<i>Rate, Per Hour</i>
<i>Special Education Teacher</i>	<i>Teletherapy</i>	<i>\$65 per hour</i>

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- a. The Client will be invoiced monthly for services rendered to the following Client address:

ATTN:  
Southern Plains Educational Coop  
1200 N. Park Street,  
Fairmont, MN 56031  
507.238.1472

sarah.mittelstadt@southernplainedcoop.org

Services are payable to:

TeleTeachers, Inc.  
1 East Erie St.  
Suite 525 PMB 4215  
Chicago, IL 60611

- b. Expected start date of services is 45 TeleTeachers business days following contract signature to allow for certification and licensure of Personnel. However, TeleTeachers will make every effort to begin serving students as soon as possible. District Onboarding services will begin within 10 business days.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Initial Statement of Work to be executed as the date included above by their respective duly authorized officers.

Southern Plains Education Coop

By   
Name: Sarah Mittelstadt  
Title: Executive Director  
Date: 7/30/2021

TELETEACHERS, INC.

By   
Name: Emily Smith  
Title: CEO  
Date: 7/30/2021