



ALPHA W2 CONTRACT

SPECIAL EDUCATION TEACHER SERVICES AGREEMENT

This agreement dated _____ is made by and between Alpha Student Support Inc, (hereinafter "Alpha"), located at 1225 McDonald Avenue Brooklyn, New York 11230, and

Teacher Name:

Teacher Address:

(hereinafter the "Special Educator").

Whereas, Alpha Student Support is a New York State corporation providing Special Education Teacher Services to students approved by the Board of Education of the City of New York (the "Board of Education") to receive IEP Mandated Teacher Support Services ("Approved Students") over a specified number of months for a specified number of hours mandated by the Board of Education ("Mandated Hours")

Whereas, Special Educator is a special education professional duly certified to provide special education services in the State of New York; and

Whereas, Alpha desires Special Educator, on a non-exclusive basis to provide special education services to Alpha's clients; and

Whereas, Special Educator desires to provide these services to Alpha's clients,

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Alpha and Special Educator hereinafter referred to in plural as "Parties" and singularly as "Party," agree as follows:

1. SPECIAL EDUCATOR DUTIES.

- A. Special Educator shall provide special education services for Alpha's clients, based on each client's Individualized Education Program (IEP) mandated hours as specified by Alpha, to help them achieve their educational goals.
- B. Special Educator shall be responsible to schedule appointments with his/her clients and their families. Special Educator shall provide clients with 24 hours' notice if for any reason Special Educator has to cancel a session.
- C. Special Educator shall conduct professional screenings and evaluations, render reports and evaluations, set forth recommendations, and instruct clients referred to Special Educator by Alpha, pursuant to the exercise of professional judgment in accordance with the terms and provisions of all applicable state or federal statutes and regulations.
- D. Special Educator shall, in a timely manner, complete and provide Alpha with all required documentation, including but not limited to: documentation of evaluations and reevaluations, special education goals and care plans, progress reports, notes for each session, exception justifications, and all other documentation as required by law and pursuant to standards set by Alpha.
- E. Special Educator shall, in a timely manner, complete and provide Alpha with client certifications and re-certifications as required by law and pursuant to standards set by Alpha.
- F. Special Educator shall, based on a format as specified by Alpha, submit quarterly progress reports to Alpha.
- G. Special Educator shall submit to Alpha all invoices for services rendered by the 5th of the month following the month for when services are rendered.
- H. Alpha reserves the right to reduce Special Educator's hourly rate by \$5.00 for late invoices received more than 30 days after the 5th of the month following the service.
- I. Special Educator shall:
 - (1) collaborate with Alpha supervisors and school staff;
 - (2) attend monthly team meetings with Alpha staff;
 - (3) participate in IEP meetings and/or hearings;
 - (4) comply with

all requests for paperwork (e.g. affidavits); and attend professional development workshops pursuant to Alpha's sole discretion.

- J. Special Educator shall use his/her own professional equipment, devices, and supplies as necessary or desirable to undertake the provision of special education services and/or screening/evaluation of a client. Should Special Educator use any Alpha equipment, Special Educator shall ensure that such equipment is returned to Alpha in a timely manner and in the same condition as when the equipment was borrowed.
- K. Special Educator shall immediately inform Alpha if Special Educator should observe signs neglect or abuse in a client.
- L. Special Educator shall, in a timely manner, complete and provide Alpha with client certifications and re-certifications as required by law and pursuant to standards set by Alpha and satisfy such other administrative requirements as are reasonably requested by Alpha, and as is set out more fully below.

2. LICENSING AND COMPLIANCE WITH APPLICABLE LAWS.

- A. Special Educator shall be responsible, and shall provide written proof thereof, to ensure that Special Educator obtains and maintains an unrestricted certification to provide special education in the State of

New York and maintains good standing with any state or national certification boards, as applicable.

- B. Special Educator shall be responsible, and shall provide written proof thereof, to ensure Special Educator's compliance with all applicable certification requirements as well as all other applicable statutes and regulations.
- C. Special Educator shall maintain, and shall provide written proof thereof, of his or her skills through continuing educational credits and training. Special Educator shall furthermore constantly research any changes in healthcare/education practice to ensure that all aspects of his/her role as a Special Educator are carried out pursuant to the highest legal and professional standards.
- D. Special Educator shall inform Alpha, in writing, of any change in Special Educator's status (e.g. inform Alpha of a pending lawsuit that Special Educator is a party to).
- E. Special Educator shall follow all Alpha policies and procedures as promulgated.

3. COMPENSATION.

- A. Alpha will collect all payments from all payor sources for services provided by Special Educator. Alpha will pay Special Educator ---- per hour for services rendered to students. Special Educator shall only be compensated for actual sessions conducted with clients. Special Educator shall only be compensated for

sessions that Alpha can bill to a payor source; any internal conversations between Alpha and Special Educator or Special Educator's indirect duties that cannot be billed to a client's payor source (e.g. drafting session notes, attending team meetings, etc.) shall not result in compensation for Special Educator.

- B. **Special Educator will receive payment from Alpha on a monthly basis ("monthly payment"). Special Educator shall submit all Special Educator's invoices to Alpha no later than the fifth (5th) calendar day of the month after the date of the provision of services ("fifth calendar day") to Alpha's clients. For invoices submitted by Special Educator on a timely basis by the fifth calendar day, Alpha will pay the monthly payment to Special Educator no later than first of the month following the date that Special Educator submitted his/her invoices to Alpha. For invoices submitted after the fifth calendar day, Alpha shall reserve the right to delay the monthly payments for an additional thirty days. Alpha furthermore reserves the right to withhold all monthly payments to Special Educator until Special Educator submits necessary paperwork and documentation to Alpha for review.**

4. TERM; TERMINATION.

- A. Term. This agreement will begin 9/1/2021. Either party may cancel this agreement, with or without cause, in writing with

thirty (30) days' notice to the other party.

- B. Events of Termination. In addition to the expiration of the Agreement in accordance with Section 4a above, this Agreement may be terminated upon the occurrence of any of the following events:
 - I. Mutual written agreement of the Parties.
 - II. Material Breach.
In the event of a material breach of this Agreement by either Party, the other Party shall provide written notice upon the defaulting Party specifying the nature of the breach. In the event such breach is not cured to the reasonable satisfaction of the non-defaulting Party within ten (10) days after service of the notice, this Agreement shall automatically terminate at the election of the non-defaulting Party upon giving a written notice of termination to the defaulting Party.
- C. Immediate Termination. Notwithstanding any other provision hereof, this Agreement may be terminated by Alpha for cause immediately upon the occurrence of any one or more of the following events:
 - I. Special Educator is determined to have, either civilly or criminally, violated the Medicare or Medicaid laws or regulations and is or will be prohibited from participating in the Medicare or Medicaid program;
 - II. Special Educator is determined to have violated any other federal,

state, or municipal laws or regulations;

- III. Special Educator willfully or intentionally undertakes or commits any conduct that is harmful, or damages Alpha, or its business or operations;
 - IV. Special Educator creates a threat to the health, safety, or welfare of clients, demonstrates a failure to carry out its or his or her professional responsibilities hereunder, or is otherwise contrary to the best interest and welfare of Alpha and/or its directors, officers, employees, agents, or invitees; and
 - V. the attempted assignment or other unauthorized delegation of any of Special Educator's obligations under this Agreement.
- D. Effect of Termination. Upon termination of this Agreement for any reason:
- I. Neither Party shall be discharged from any previously accrued obligation that remains outstanding;
 - II. Any sums of money owing by one Party to the other shall be paid immediately, prorated through the Termination Date;
 - III. Special Educator shall return to Alpha all originals and copies of the Alpha's confidential information in the possession of the Special Educator or any other person or entity to whom the Special Educator has delivered originals or copies.

5. PROFESSIONAL LIABILITY INSURANCE AND INDEMNIFICATION.

Simultaneous with the execution of this Agreement, Special Educator shall provide evidence of liability insurance covering professional liability in the minimum amount of \$1,000,000 per incident and \$3,000,000 per aggregate, and Special Educator shall hold harmless and indemnify Alpha for any and all claims arising out of the activities and/or services of Special Educator, together with attorney fees, and all related expenses of litigation.

6. NON-SOLICITATION.

Special Educator hereby covenants and agrees that from and after the Effective Date, except on behalf of Provider, Special Educator shall not, directly or indirectly, during the term of this Agreement and for a period of one (1) year after the later of: (i) termination of this Agreement for any reason; or (ii) expiration of the then-current term

- I. hire or engage or attempt to hire or engage for or on behalf of Contractor or any other person or entity, any officer, employee or independent contractor of Provider or any of its affiliates, or any former officer, employee or independent contractor of Provider or any of its affiliates who was employed or retained by Provider or any of its affiliates during the twenty four (24) month period immediately preceding the date of solicitation or encouraging for or on behalf of Provider or any other person or entity, any such officer, employee or independent contractor to terminate his or her



relationship or employment with Provider or any of its affiliates; or

- II. solicit for or on behalf of Contractor or any other person or entity, any client, patient, prospective client or prospective patient of Provider or any of its affiliates or diverting to any person or entity any client, patient, prospective client, prospective patient or business opportunity of Provider or any of its affiliates.

7. CONFIDENTIAL INFORMATION.

The relationship between the Parties created herein is one of trust and confidentiality and the Parties agree that all information, including but not limited to, client lists, materials, business methods, and operations of each Party are the exclusive trade secrets and property of that Party and shall not be revealed to any person(s) and /or business entities at any time, directly or indirectly, for any use whatsoever, without the expressed written consent of an authorized representative of the Party that owns the information, and all such materials, documents, and supplies shall be returned to that Party upon termination of this Agreement. This provision expressly survives the termination of this Agreement, for any cause. Additionally, Special Educator agrees to comply with all federal

HIPAA regulations and any state counterparts, and to preserve the confidentiality of all HIPAA protected information obtained from Alpha's clients.

8. REPRESENTATIONS AND WARRANTIES.

Special Educator represents and warrants that Special Educator is not under any obligation, contractual or otherwise, to any other person, firm, corporation, or other entity, which would prevent Special Educator from entering into this Agreement.

9. INTEGRATION.

This writing contains the entire agreement between the Parties in regard to this matter. The terms and conditions of this Agreement shall govern the relationship between Alpha and Special Educator. This Agreement shall replace any previous agreements, written or otherwise, between Alpha and Special Educator in regard to this matter. Any and all exchanges, promises, and agreements that have existed between the Parties are contained in this Agreement and any modification, amendment, addition, or deletion to any term of this Agreement shall not be enforceable unless in writing signed by the Party against whom it is to be enforced.

10. SEVERABILITY.

If a court of competent jurisdiction holds any provisions of this Agreement in violation of any applicable law, the remaining provisions shall be enforced and remain in full force and effect to the extent they are not lawful or are unenforceable.

11. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

12. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

13. COMPLIANCE WITH ALL LAWS.

The Parties agree to comply with all laws in performance of their obligations under this Agreement.

14. GOVERNING LAW AND VENUE.

This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of New York, without reference to rules relating to conflicts of law, irrespective of the fact that either of the parties now is or may become a resident of a different state.

In Witness Whereof, the Parties do hereby affix their respective signatures, binding themselves, heirs, representatives and successors in interest, the date above first written:

Alpha Student Support Inc.:
By: Yosef Jalas, President

Special Educator:

Date: / /

Date: / /