WASHINGTON COLONY SCHOOL
SUPPLEMENTAL SERVICES CONTRACTS

2015/2016

VENDOR	RATE	ORIGINAL CONTRACT DATE	PACKET COMPLETE
LEARN WITH IPADS LLC	70.00 P/H	12/13/15	X
5 STAR TUTOR LLC	50.00 P/H	12/14/15	X
CULLINAN EDUCATION CENTER INC	70.00 55 MIN.	12/14/15	X
A+ EDUCATIONAL CENTERS	80.00 P/H	12/15/15	X
EDUWIZARDS INC	55.00 P/H	12/16/15	X
1 IPAD GRATIS LLC	60.00 P/H	12/16/15	X
1 ONLINE TUTORING LLC	55.00 P/H	12/16/15	X
1 TO 1 STUDY BUDDY TUTORING	80.00 P/H	12/16/15	X
CARTER REDDY & ASSOCIATES	65.00 P/H	12/16/15	X
ATS PROJECT SUCCESS	53.29 P/H	12/21/15	X

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

Learn with iPads LLC

This Contract ("Contract") is entered into on the December 14, 2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and Learn with iPads LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	Learn with iPads LLC
CEO/Chairperson:	Wendy Gorog, Manager
Address:	7095 Hollywood Blvd # 772, Hollywood, California, 90028
Phone/E-mail	844-515-6895 / learnwithipads97@gmail.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ 70	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5th) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: Learn with iPads LLC
School District

Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**	Address:	7095 Hollywood Blvd # 772 Hollywood, California, 90028
Phone:	**(559) 233-0706**	Phone:	844-515-6895

_____
Superintendent or Designee

_____
Date

Authorized Agent of Company
Wendy Gorog, Manager

December 14, 2015
Date

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

5 Star Tutors LLC (CA)

This Contract ("Contract") is entered into on the December 14,2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and 5 Star Tutors LLC (CA) (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

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The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

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Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	5 Star Tutors LLC (CA)
CEO/Chairperson:	Margaret Dillon
Address:	3940 Laurel Canyon Blvd #1298 , Studio City, CA 916042
Phone/E-mail	844-581-5357, 5startutors001@gmail.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

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When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

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DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ 50	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5th) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: 5 Star Tutors LLC (CA)
School District

			5 Star Tutors LLC (CA)
Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**	Address:	3940 Laurel Canyon Blvd #1298 Studio City, CA 916042
Phone:	**(559) 233-0706**	Phone:	844-581-5357
			Margaret D.
			Margaret Dillon
Superintendent or Designee			***Authorized Agent of Company***
Date		**Date**	December 14,2015

DEC 14 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

Cullinan Education Center, Inc

This Contract ("Contract") is entered into on the 14th day of Dec, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and Cullinan Ed Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	Cullinan Education Center, Inc.
CEO/Chairperson:	Joanne Cullinan, President
Address:	8485 N. Fresno, Ca. 93720
Phone/E-mail	(559) 435-3276 jc43learn@aol.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

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CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

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CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services: one-on-one tutoring	$ 70.00	per ~~hour~~ 55-minute lesson

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5th) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: _____
School District

Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**	Address:	8485 N. Fresno, #104 Fresno, Ca. 93720
Phone:	**(559) 233-0706**	Phone:	(559) 435-3276

_____
Superintendent or Designee

_____
Date

Joanne Cullinan
Authorized Agent of Company

12/14/15
Date

DEC 15 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

A + Educational Centers

This Contract ("Contract") is entered into on the 12/11/2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and A + Educational Centers (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	A + Educational Centers
CEO/Chairperson:	Jennifer Valdman
Address:	29752 Baden Place Malibu, CA 90265
Phone/E-mail	(310)457-7657

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ 80	per hour/per student

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5^{th}) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: _____
School District

			A + Educational Centers
Address:	**130 E. Lincoln Ave.**	Address:	29752 Baden Place
	Fresno, CA. 93706		Malibu, CA 90265
Phone:	**(559) 233-0706**	Phone:	(310)457-7657

_____ _____
Superintendent or Designee ***Authorized Agent of Company***

_____ 12/11/2015
Date **Date**

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

This Contract ("Contract") is entered into on the 11 Dec 2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and Eduwizards Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	Eduwizards Inc.
CEO/Chairperson:	Shailendra Chainani
Address:	48 Huntting Drive Dumont, New Jersey 07628
Phone/E-mail	201-706-7872 ses@eduwizards.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

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16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ 55	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5^{th}) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**

Contractor: Eduwizards Inc.

School District

Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**	Address:	48 Huntting Drive Dumont, New Jersey 07628
Phone:	**(559) 233-0706**	Phone:	201-706-7872

Superintendent or Designee ***Authorized Agent of Company***

Date **Date** 11 Dec 2015

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

1 iPad Gratis LLC

This Contract ("Contract") is entered into on the December 14, 2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and 1 iPad Gratis LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	1 iPad Gratis LLC
CEO/Chairperson:	Julie Weeks
Address:	1976 S La Cienega Blvd C # 238, Los Angeles, CA 90034
Phone/E-mail	800-697-6591 / 1ipadgratis@gmail.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ $60	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5th) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: _____
School District

Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**	Address:	1976 S La Cienega Blvd C # 238 Los Angeles, CA 90034
Phone:	**(559) 233-0706**	Phone:	800-697-6591

_____
Superintendent or Designee

_____
Date

Julie E Deeds
Authorized Agent of Company

December 14, 2015
Date

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

1 Online Tutoring LLC

This Contract ("Contract") is entered into on the December 11,2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and 1 Online Tutoring LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	1 Online Tutoring LLC
CEO/Chairperson:	Simon Anderson
Address:	11693 San Vicente Blvd # 211, Los Angeles, CA 90049
Phone/E-mail	Ph- 800-694-9824/ 1onlinetutoring@gmail.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ 55	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5^{th}) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: 1 Online Tutoring LLC
School District

Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**	Address:	11693 San Vicente Blvd # 211 Los Angeles, CA 90049
Phone:	**(559) 233-0706**	Phone:	800-694-9824

Simon A

Superintendent or Designee

Simon Anderson, Manager
Authorized Agent of Company

Date

12/11/2015
Date

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

1 to 1 Study Buddy Tutoring, Inc.

This Contract ("Contract") is entered into on the 12/14/15, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and 1 to 1 Study Buddy Tutoring Inc (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	1 to 1 Study Buddy Tutoring Inc.
CEO/Chairperson:	Duane Bellstad
Address:	357 N. Sheridan St. #133
Phone/E-mail	Corona CA 92880

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

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CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

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CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$ 80.00	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5th) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: 1 to 1 Study Buddy Tutoring Inc.
School District

Address:	**130 E. Lincoln Ave. Fresno, CA. 93706**	Address:	357 N. Sheridan St. #133 Corona CA 92880
Phone:	**(559) 233-0706**	Phone:	951-273-0344

Superintendent or Designee

Authorized Agent of Company

Date

Date 12/14/15

DEC 16 2015

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

Carter, Reddy & Associates, Inc.

This Contract ("Contract") is entered into on the December 12, 2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and Carter, Reddy & Associates, Inc.(hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.**
	Fresno, CA. 93706
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	Carter, Reddy & Associates, Inc.
CEO/Chairperson:	Jack Wilson
Address:	2637 E Atlantic Blvd #20686 Pompano Beach, FL 33062
Phone/E-mail	800-970-1796/ learningisfun82@gmail.com

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

22. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's ILP and other data required for review shall be sent by CONTRACTOR to the DISTRICT and to parents on a monthly basis. Upon DISTRICT'S or parent's request, CONTRACTOR will provide an update on student's progress when needed for a parent conference, student success team meeting, IEP meeting, or when a student's enrollment is terminated.

23. FORWARDING OF RECORDS

DISTRICT agrees that upon receipt of a completed and signed ISA, DISTRICT will provide CONTRACTOR with student's records relevant to those services CONTRACTOR shall provide.

CONTRACTOR agrees, in the event of a termination of this contract or closure of business, to forward DISTRICT student records within seven (7) calendar days. These shall include but not be limited to, current transcripts, ILPs, and other student reports.

24. STUDENT RECORDS

CONTRACTOR will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents. CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract.

25. MONITORING AND REVIEWS

DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in a District Validation Review to be conducted at least once every four years aligned with the California Department of Education On-site Review. This review will address programmatic aspects of CONTRACTOR's services, compliance with relevant state and federal regulations, and overall Contract compliance. CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

26. INCIDENT AND ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to the DISTRICT by the following school day of an accident or incident when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

IV. PERSONNEL

27. DUTY TO REPORT

CONTRACTOR assures DISTRICT that all employees and volunteers have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq. When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of DISTRICT.

28. TUBERCULOSIS CLEARANCE

CONTRACTOR shall require that all adult employees, volunteers, and/or other adult individuals under CONTRACTOR'S control who may come into contact with a student receiving supplemental services, provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee's or volunteer's file.

29. FINGERPRINTING

CONTRACTOR shall require each adult applicant for employment, volunteers, and/or individuals in a position requiring contact with students to submit fingerprints consistent with California Education Code §§ 33192 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance of CONTRACTOR's employees and/or volunteers; prohibiting its employees and/or volunteers from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the DISTRICT that none of its employees or volunteers who come into contact with students have been convicted of or pleaded nolo contendre to a felony and/or have been convicted of or pleaded nolo contendre to charges of any sex offense as defined in California Education Code § 44011, or a felony that would disqualify that person from employment pursuant to California Education Code § 44237.

30. CONFLICT OF INTEREST

CONTRACTOR agrees to furnish DISTRICT upon request a valid copy of the most recently adopted partnership agreements or bylaws of the corporation or organization and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. CONTRACTOR shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with DISTRICT.

31. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law.

V. PAYMENT

32. RATE SCHEDULE

Supplemental services offered under this Contract in accordance with the ISA/ILP and the charges for such services shall be as follows:

Supplemental Education Services/Contractor	Rate	Period
1) Services:	$65.00	per hour

33. ABSENCES

CONTRACTOR will only be paid for actual services rendered up to the amount specified in the ISA. CONTRACTOR will not be paid when student is absent. A make-up session may be scheduled within ten (10) school days to make up the lost time. CONTRACTOR shall notify DISTRICT no later than the fifth (5th) consecutive day of a student's absence. CONTRACTOR shall notify parent of child's absence from a session within one school day.

If CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified substitute. DISTRICT shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within ten (10) days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and DISTRICT.

34. PAYMENT AND INVOICING

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment of service rendered no later than fifteen (15) days after the end of the attendance accounting period in which services were actually rendered. Original attendance forms shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by DISTRICT during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment.

Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the DISTRICT will pay for direct, delivered supplemental education services to any one student during the 2015-2016 school year is **$1,065.87.**

CONTRACTOR, as an independent contractor, will be responsible for all state and federal withholdings.

35. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately qualified; (e) DISTRICT has not received prior to school closure, all documents concerning one or more DISTRICT students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR receives payment from another agency or funding source for a service provided to a

DISTRICT student, or (g) CONTRACTOR failed to notify DISTRICT of a change in student's or parent's residence to an area outside of DISTRICT's boundaries.

If DISTRICT determines that cause exists to withhold payment to CONTRACTOR, DISTRICT shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that DISTRICT is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, DISTRICT shall extend CONTRACTOR's time to correct deficiencies, not to exceed 30 days.

36. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District: **Washington Colony Elementary School**
Contractor: _____
School District

			Carter, Reddy & Associates, Inc.
			2637 E Atlantic Blvd #20686
Address:	**130 E. Lincoln Ave.**	Address:	
	Fresno, CA. 93706		Pompano Beach, FL 33062
Phone:	**(559) 233-0706**	Phone:	800-970-1796

J. Wilson

_____ Jack Wilson
Superintendent or Designee ***Authorized Agent of Company***

_____ December 12, 2015
Date **Date**

ATS Project Success
20674 Hall Road
Clinton Township, MI 48038
Phone: (800) 297-2119
Fax: (586) 465-9481

December 14, 2015

Ms. Daniels,

Enclosed are the signed contractual documents for Accuracy Temporary Services, DBA ATS Project Success, as requested.

Please let me know if any additional information is needed at this time.

Thank you,

Kimberly Noe

Kimberly Noe
Contract Coordinator
ATS Project Success
(800) 297-2119
contracts@atsedu.net

SUPPLEMENTAL SERVICES CONTRACT

between

Washington Colony School District

and

Accuracy Temporary Services, DBA ATS Project Success

This Contract ("Contract") is entered into on the 11th day of December, 2015, between the ***Washington Colony School District*** (hereinafter referred to as "DISTRICT") and Accuracy Temporary Services, DBA ATS Project Success (hereinafter referred to as "CONTRACTOR") for the purpose of providing supplemental services to DISTRICT students under the No Child Left Behind Act (hereinafter referred to as "NCLB").

It is understood that this contract does not commit DISTRICT to pay for supplemental services unless and until DISTRICT's designee approves the provision of supplemental services by CONTRACTOR.

I. GENERAL CONTRACT PROVISIONS

1. CERTIFICATION AND QUALIFICATION REQUIREMENTS

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a supplemental service provider. A current copy of CONTRACTOR's supplemental service provider certification must be provided to DISTRICT on or before the date this contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or any certification waiver expires, or is revoked, rescinded, or otherwise nullified during the Term of this Contract.

2. INDIVIDUAL SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES

An Individual Service Agreement (hereinafter "ISA") for supplemental services, under NCLB, shall be part of this contract. An ISA shall be executed by CONTRACTOR and DISTRICT with respect to each pupil receiving supplemental services. The DISTRCT is responsible for completing each student's ISA, which shall identify the provider of each service required by the student's Individual Learning Plan. ISA's shall only be issued for those students enrolled with the approval of the DISTRICT. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student as specified in the student's ISA. Should this Contract be terminated, all ISA's are null and void.

The ISA may be terminated by the DISTRICT, the student's parent or guardian, or the CONTRACTOR with ten (10) days written notice. The ISA may be terminated without advance notice if CONTRACTOR fails to meet student goals and timetables.

The ISA shall be written by the DISTRICT in consultation with the parent/guardian and CONTRACTOR in accordance with the No Child Left Behind Act, 20 U.S.C. § 6316(c) and shall include at a minimum the following:

a. A statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement;
b. A description of how and when CONTRACTOR will regularly inform the student's parent/guardian and teacher(s) of the student's progress;
c. A clause reiterating that the ISA is null and void if CONTRACTOR is unable to meet the goals and timetables;
d. A clause reiterating that DISTRICT is responsible for only those services specifically named in the ISA, and that parent will not be financially responsible for those services;
e. A clause that notifies parents that should the parent or CONTRACTOR wish to extend or provide additional services, the DISTRICT guidelines as named in this document in section II, number 20 must be followed; and

f. A clause reiterating that CONTRACTOR will not disclose any information regarding the student receiving supplemental services without prior written parental consent.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, rules, policies, and regulations, including state and federal civil rights laws.

4. TERMS OF CONTRACT

This Contract shall begin on **January 12, 2016** and end on **May 6, 2016, unless** terminated at an earlier date as provided herein.

5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DISTRICT and CONTRACTOR, and supersedes any prior or contemporaneous written or oral understanding with respect to the services contemplated.

6. SUBCONTRACTING

CONTRACTOR shall not provide transportation or subcontract for transportation services for DISTRICT students unless DISTRICT and CONTRACTOR agree otherwise in writing.

7. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs or in its interactions with students.

8. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document executed by CONTRACTOR and DISTRICT. Further, this Contract may be modified or amended by DISTRICT to conform to administrative and statutory guidelines issued by the California State Department of Education, whenever such shall change.

9. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. ASSIGNMENT

This Contract is non-assignable unless otherwise provided in writing and agreed to by all parties to this Contract.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Fresno County, California.

II. ADMINISTRATION OF CONTRACT

12. NOTICES

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices sent to either party under this contract shall be in writing and addressed as follows:

School District:	**Washington Colony School District**
Superintendent / Designee:	**Mr. Jesus Cruz**
Address:	**130 E. Lincoln Ave.** **Fresno, CA. 93706**
Phone/E-mail	**(559) 233-0706 / jesuscruz@washingtoncolony.org**

Contractor:	**Accuracy Temporary Services, DBA ATS Project Success**
CEO/Chairperson:	**Renee Weaver-Wright**
Address:	**20674 Hall Road, Clinton Township, MI 48038**
Phone/E-mail	**(800) 297-2119, info@atsedu.net**

13. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. TERMINATION FOR CONVENIENCE

This Contract may be terminated by DISTRICT or CONTRACTOR at any time. To terminate, either party shall give twenty (20) calendar days written notice prior to the date of termination. Upon termination, CONTRACTOR shall make payment demand, and DISTRICT shall make payments consistent with the payment provisions in this Contract.

15. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold DISTRICT and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense, including reasonable attorney's fees, resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. This indemnity shall survive the termination of this Contract and/or final payment hereunder.

16. INSURANCE

Not later than the effective date of this contract and during the entire term of this contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance in relation to the performance of services by CONTRACTOR, of at least $1,000,000 per occurrence. Said insurance shall name DISTRICT as an additional insured.

Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability insurance form. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the DISTRICT at least twenty (20) calendar days before such cancellation or material change. CONTRACTOR shall, at its own cost and expense, procure and maintain Workers' Compensation insurance. Failure to maintain the above mentioned insurance coverage is cause for termination of this contract.

17. CHANGE OF RESIDENCE

CONTRACTOR shall be paid for only those students who live within the boundaries of the DISTRICT. CONTRACTOR shall notify DISTRICT immediately when the CONTRACTOR becomes aware of any change in student's or parents/guardians' residence, including an emergency change of placement, e.g., hospitalization, juvenile hall, foster home placement, etc.

18. FACILITIES, SUPPLIES, AND EQUIPMENT

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required by student's ISA.

CONTRACTOR will provide supplemental services in each child's home.

III. EDUCATIONAL SUPPLEMENTAL SERVICES

19. APPROPRIATE EDUCATIONAL SERVICES

CONTRACTOR shall make no charge of any kind to parents for supplemental services, or supplies or equipment related to the performance of this Contract.

CONTRACTOR may offer supplemental services in addition to those agreed upon in the ISA for a fee to be paid by the student's parent(s) only after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; (b) receipt by the DISTRICT of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) written approval from DISTRICT that such noticed arrangement does not constitute a conflict of interest.

20. GENERAL PROGRAM OF INSTRUCTION

When CONTRACTOR is a non-public school, CONTRACTOR's general program of instruction shall: (a) be consistent with DISTRICT's standards regarding the particular course of study and curriculum; (b) be consistent with CDE's standards regarding the particular course of study and curriculum; and (c) provide the services as specified in the DISTRICT student's ISA which shall be consistent with the student's current IEP, 504, or other study plan. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to DISTRICT prior to the effective date of this Contract.

CONTRACTOR shall provide instruction and content that is secular, neutral, and non-ideological.

21. INDIVIDUAL LEARNING PLAN

An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed in consultation with the DISTRICT, CONTRACTOR, and parents before hourly services begin. DISTRICT approval of the ILP which shall be incorporated into the ISA is required prior to any request for hourly payment.

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V. PAYMENT

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CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of supplemental services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of supplemental services to DISTRICT students.

37. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of DISTRICT, CONTRACTOR shall provide DISTRICT, a state agency, a federal agency, and/or an independent agency/firm contracted by DISTRICT, access to all records associated and relevant to the provision of services under this Contract, including, but not limited to financial, academic, services, payroll, personnel, and so forth within ten (10) business days.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing services to DISTRICT, which shall be made available for the relevant contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

38. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by DISTRICT or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Contract. If an inspection, review, or audit by DISTRICT, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or DISTRICT owes the other party monies as a result of overbilling, underpayment, or failure to perform in whole or in part any of its obligations under this Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand.

The parties hereto have executed this Agreement:

School District:	**Washington Colony Elementary School School District**	**Contractor:**	**Accuracy Temporary Services, DBA ATS Project Success**
Address:	**130 E. Lincoln Ave. Fresno, CA. 93706**	**Address:**	**20674 Hall Road Clinton Township, MI 48038**
Phone:	**(559) 233-0706**	**Phone:**	**(800) 297-2119**

Superintendent or Designee

Authorized Agent of Company

Date

12-14-15

Date