



## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement"), dated as of **July 1, 2022** (the "Effective Date"), is between Measure Education Inc. ("Measure Education"), EIN 81-4622301, and **San Pasqual Union Elementary** with offices at **15305 Rockwood Rd., Escondido, CA 92027** ("Client"), each individually referred to as a "Party" and collectively referred to as the "Parties."

### 1. Scope of Agreement and Services

(a) This Agreement describes the process by which Client engages Measure Education to perform consulting services, and sets out the terms and conditions applicable to those services. Client may procure services under this Agreement for itself and for its affiliates that Client binds to this Agreement by its signature (collectively, the "Affiliates").

(b) Measure Education shall perform such services (the "Services") as agreed in one or more statements of work issued under this Agreement, a form of which is attached and incorporated herein as Exhibit A ("Statement of Work"). Each Statement of Work shall describe the Services to be performed, the expected schedule for performance, the amounts that Client shall pay for those Services, and any other relevant information. This Agreement does not obligate either Party to enter into any Statement of Work and does not create an exclusive arrangement between the Parties. If there is a conflict between the Agreement and the Statement of Work, the Statement of Work shall prevail. If Measure Education commenced Services prior to execution of this Agreement or a particular Statement of Work, the terms of this Agreement and relevant Statement of Work shall govern such Services.

(c) Measure Education and Client recognize that Measure Education's Services may include working on various projects for Client outside of the Statement of Work. Measure Education shall obtain Client's approval prior to the commencement of a new project and the Parties shall agree to a new and/or amended Statement of Work for such new project. Other than the Services set forth in Statement of Work(s), Measure Education is not responsible for any other services, unless mutually agreed to in writing.

### 2. Deliverables and Performance of Services

(a) Measure Education shall determine the manner, location, and specific hours for performance of the Services, subject to the limits specified in this Agreement. Measure Education shall coordinate with Client's designee regarding the performance of the Services.

(b) Client shall own all written material that is prepared for and delivered to it under this Agreement ("Deliverables"), except as follows: Measure Education shall own its working papers, preexisting materials and software, as well as any general skills, know-how, trade secrets, processes, or other intellectual property (including a non-Client specific version of any Deliverables, proprietary software, etc.) which may be discovered or created by Measure Education as a result of providing Services ("Measure Education Materials"). Client has a nonexclusive, non-transferable license to use any Measure Education Materials included in the Deliverables for Client's own internal use of those Deliverables.

(c) Measure Education is providing the Services and Deliverables solely for Client's internal use and benefit. The Services and Deliverables are not for a third party's use, benefit or reliance and Measure Education disclaims any contractual or other responsibility or duty of care to others based upon the Services or Deliverables.



**3. Client Responsibilities.** Client acknowledges that by providing the Services, Measure Education performs an advisory and task-related function, and therefore provides the Services at the direction of Client. Client is responsible for all management functions and decisions relating to the Services.

In order to provide the Services, Measure Education relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with Measure Education. Client shall provide reasonable support services, including providing adequate and timely documentation and information required in order to allow Measure Education to provide the Services. Measure Education shall not be responsible for any missed deadlines if Client and/or Client's employees, agents, or contractors fails to timely provide necessary information and materials to Measure Education.

Client shall immediately inform Measure Education of any material change in Client's operations that might impact Measure Education's ability to provide the Services under this Agreement. Client also is solely responsible for the results achieved from using the Services or Deliverables. Client shall designate a competent member of Client's management to oversee the Services.

**4. Fees, Expenses and Payment.** Client shall pay the amounts described in the Statement(s) of Work for the Services. Measure Education shall invoice Client on a regular basis, and Client shall pay each invoice within thirty (30) days after the invoice date or incur a late fee of 1.5% of the outstanding balance for each 30-day period overdue. Notwithstanding any other provision herein, Measure Education may promptly terminate the Agreement if Client has an unpaid invoice that is outstanding for more than thirty (30) days.

**5. Confidentiality and Protection of Data.** "Confidential Information" means non-public information marked "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a Party or on its behalf. Confidential information may include but is not limited to trade secrets, policies, procedures student records, intellectual property, business or strategic plans, contractual agreements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party. Each Party shall protect the confidentiality of Confidential Information that it receives and, neither Party shall use or disclose any Confidential Information for any purpose other than to perform this Agreement or as required by applicable law, statute, rule, regulation or professional standard, without the other Party's prior consent. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other Party to seek a restraining order or other appropriate relief. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Notwithstanding and in addition to the paragraph above, the Parties agree to the following terms related to the protection of Client's education records.

The Client acknowledges that they have reviewed the Measure Education Privacy Policy located at <http://www.measured.com/privacy/>, which applies to the Client's use of Measure Education's Services.



Client and Measure Education acknowledge and agree that pursuant to the Family Educational Rights and Privacy Act (“FERPA”) and applicable state law, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “personally identifiable information” in student “education records”, as those terms are defined by FERPA (referred to herein as “Student Records”). The Parties acknowledge that the Client at all times retains ownership of Student Records and that each party must perform its obligations under this agreement in compliance with FERPA. Measure Education shall use Student Records only for those purposes required or permitted by this agreement.

Client acknowledges and agrees Measure Education, its agents, employees, and contractors, can access Student Records without parental consent as a “school official” under FERPA because Measure Education is performing an institutional services or function for which the Client would otherwise use its employees to perform, is under the direct control of the Client with respect to the use and maintenance of Student Records, and is subject to FERPA’s redisclosure requirements. Further, Measure Education has a legitimate educational interest in accessing Student Records to provide the Services set forth herein.

Client agrees to distribute its Annual Notification of FERPA Rights in compliance with FERPA (34 CFR § 99.7). Client shall ensure its Annual Notification of FERPA Rights defines “school official” so that it includes Measure Education, its employees, agents, and contractors who are responsible for providing the institutional services set forth herein.

Measure Education will maintain and enforce commercially reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Client’s student records and other sensitive information.

**6. Non-Solicitation.** Client understands that Measure Education has invested considerable resources in finding, training, and retaining employees and contractors, and the loss of any of them will require considerable effort and resources to replace. Client acknowledges that it has engaged Measure Education to provide educational Services under this Agreement. Client further agrees not to solicit or hire any Measure Education employee that Measure Education has introduced to the Client and/or any of the Client’s affiliates (“Employee”) until the expiration of a one year period following the last date such Employee has worked for Measure Education, except as otherwise permitted in writing by Measure Education. Should Client hire an Employee in violation of this paragraph, or otherwise circumvent this Agreement, (i) Company acknowledges and agrees that it would be difficult to ascertain the loss that would be suffered by Measure Education, and (ii) for that reason, Client agrees to pay Measure Education a placement fee equal to 35% of the annual wage of the Employee, which amount is intended to constitute liquidated damages and not a penalty. Client agrees the provisions of this paragraph are reasonable terms to compensate Measure Education for its recruitment, training and placement of its Employees.

**7. Term and Termination.** This Agreement is effective as of the Effective Date stated above. The term of this Agreement shall be from the Effective Date until **June 30, 2023** (the “Initial Term”). This Agreement shall automatically renew for consecutive additional one (1) year terms unless either Party provides written notice of non-renewal to the other at least thirty (30) days prior to the expiration of the then-current term (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are referred to as the Term.

Either Party may terminate this Agreement or any Statement of Work without penalty with thirty (30) days’ written notice to the other Party. Upon any termination under this section, Client shall pay Measure Education for all services rendered by Measure Education prior to the effective date of termination.

Any provisions of this Agreement that should be reasonably intended to survive its termination or expiration shall do so.

**8. Limitations of Liability.** Measure Education's aggregate liability for all claims, losses, liability or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Measure Education by the Client for the particular Service giving rise to the liability under the relevant Statement of Work under this Agreement. In addition, Measure Education shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Measure Education shall have no liability to Client arising from or relating to any third-party hardware, software, information or materials selected or supplied by Client.

**9. Disclaimer of Warranties.** ANY SERVICES AND SPREADSHEETS, ELECTRONIC MATERIALS, SOFTWARE TOOLS, DELIVERABLES, OR OTHER MATERIALS THAT MEASURE EDUCATION PROVIDES TO CLIENT ARE PROVIDED ON AN "AS IS" and "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGEMENT. Measure Education shall not be responsible for results obtained by anyone other than Measure Education from the access, distribution, or use of such Deliverables and materials.

**10. Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**11. Relationship of Parties.** The Parties understand that Measure Education is an independent contractor with respect to Client. Client shall not provide fringe benefits, including health insurance benefits, paid vacation, workers' compensation coverage, or any other employee benefit, for Measure Education's benefit. The Parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein.

**12. Governing Law.** This Agreement and any dispute relating to the Services shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California (United States of America), without giving effect to any provisions that would require the laws of another jurisdiction to apply. Measure Education and Client agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Each party agrees to equally split the costs of the arbitration. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in San Francisco, California (United States of America). The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law. With the mutual written consent of the parties, the parties may waive the arbitration requirement herein and pursue other methods of dispute resolution (e.g., mediation).

**13. Indemnification.** Each Party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party (an "Indemnified Party"), and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of the Indemnifying Party's duties under this Agreement and/or negligence or willful misconduct of the Indemnifying Party, including that of its employees, officers, directors, and agents. In no event shall an Indemnifying Party be required to defend, indemnify or hold harmless an Indemnified Party for the Indemnified Party's sole negligence or willful misconduct. This term shall survive the termination of the Agreement.



**14. Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, fire, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Measure Education), provided that the delayed Party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**15. Notice.** All notices, requests, offers or demands or other communications (each, a “Notice”) given to or by the Parties under this Agreement and each Statement of Work shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom Notice is to be given, by electronic mail at the address below, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party’s address set forth below, or such other address for such Party as shall be specified in a Notice given in accordance with this Section:

For Measure Education:

Measure Education  
Attn: Curtis Loo  
1673 9<sup>th</sup> Ave  
San Francisco, CA 94122  
Email: [cloo@measureed.com](mailto:cloo@measureed.com)

For Client:

San Pasqual Union Elementary  
Attn: Mark Burroughs  
15305 Rockwood Rd.  
Escondido, CA 92027  
Email: [mark.burroughs@sanpasqualunion.net](mailto:mark.burroughs@sanpasqualunion.net)

**16. Additional Terms.** No Party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without prior written consent of the other Party, and any attempted assignment without such consent shall be void and invalid. Measure Education may use Client's name and logo in experience citations and recruiting materials. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall be enforced to the extent permitted by law. This Agreement, including the executed Statement of Works attached and incorporated hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. Paragraph headings are for reference only and will not be considered as parts of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

**Measure Education Inc.**

**San Pasqual Union Elementary**

By:

By:

Name: Curtis Loo

Name:

Title: President

Title:

Date:

Date:

**EXHIBIT A****STATEMENT OF WORK: 2022-07-01**

This Statement of Work is governed by and subject to the provisions of the Consulting Services Agreement dated **July 1, 2022** (the “Agreement”), the terms of which are incorporated herein, between **San Pasqual Union Elementary** (“Client”) and **Measure Education Inc.** (“Measure Education”). The term “Client” in the Agreement shall include the entity signing this Statement of Work. Any terms used in this Statement of Work and not otherwise defined shall have the same meaning as in the Agreement. If there is a conflict between the Agreement and the Statement of Work, this Statement of Work shall prevail.

## 1.0 SCOPE OF SERVICES

Measure Education offers a wide range of support services for schools. The following services (“Services”) shall be provided by Measure Education to Client pursuant to the terms of the Agreement and this Statement of Work:

### Definition of Schools in Scope

- Measure Education will be providing services for the following school(s):
  - San Pasqual Union Elementary (CDS Code 37 68353 0000000)

### Consultant Support

- Main Point of Contact
  - Measure Education will assign a main point of contact who will serve as Client’s primary contact with Measure Education. If that point of contact is unavailable or cannot answer your question in a timely manner, Measure Education leadership’s will ensure that Client’s questions are answered.
  - Measure Education limits access to Client data to individuals that require access to perform job functions and Services for Client. This may include the Client’s primary contact and other Measure Education employees tasked to support Client. In cases where Measure Education requires additional access accounts to Client Information Systems, Measure Education will notify the Client.
- Helpdesk
  - Phone and Email support is officially available from 10 AM to 4 PM (Pacific Time Zone), Monday through Friday, except when Measure Education is closed due to federal or state holidays. Client-site contacts who can utilize this service can include Client leadership responsible for data management related areas within scope of this Statement of Work.

### Compliance Support

- Compliance Support – Federal
  - Civil Rights Data Collection (“CRDC”)
    - Measure Education will provide a walkthrough of the CRDC Template, perform the initial upload to the web portal and send reports of errors to Client for resolution.
      - Client will provide Measure Education with administrative credentials and identify staff responsible for certification **by November 1<sup>st</sup> of each reporting year.**
      - Client will provide Measure Education with a completed template of required data for CRDC upload **by November 1<sup>st</sup> of each reporting year.**
      - Client will communicate all resolution actions to Measure Education associated with CRDC Template submission **within one week of receiving the report of errors from Measure Education.**
- Compliance Support - California
  - California Longitudinal Pupil Achievement Data System (“CALPADS”)
    - Student Enrollment Maintenance

- Measure Education will provide regular uploads of student information associated with school enrollment to the CALPADS system and will send a report of anomalies or errors to Client for resolution.
  - Client will communicate all resolution actions to Measure Education associated with enrollment anomalies or errors **within one week of receiving the report from Measure Education.**
  - Client will provide Measure Education with a school administrator account to CALPADS **upon the signing of this Statement of Work.**
- State Testing Support
  - During specified testing dates, Measure Education will upload complete and accurate data provided by Client in the SIS to State-Provided databases within 24 hours of request.
  - Client will provide test names, dates and required fields to Measure Education **at least five weeks before the start of the testing period.**
- Direct Certification Extraction
  - Measure Education will provide a report to Client that contains the direct certification results from the CALPADS system. The schedule of this report will be based on the availability of this report from the State.
- Data Submissions
  - Fall 1
    - Measure Education will upload CALPADS Fall 1 related files from Client's SIS to the CALPADS system.
      - Client will confirm that student data in the SIS is complete and accurate **on the CALPADS census day.**
      - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
      - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
  - Fall 2
    - Measure Education will upload CALPADS Fall 2 related files from Client's SIS to the CALPADS system.
      - Client will confirm that staff and course data in the SIS is complete and accurate **on the CALPADS census day.**
      - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
      - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
  - End of Year
    - Measure Education will upload CALPADS End of Year related files from Client's SIS to the CALPADS system.



- Client will confirm that student data in the SIS is complete and accurate **within one week of the final day of the current school year.**
- This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
- This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
- Review and Certification
  - Measure Education will review the uploaded files with school leadership for Client's certification.
    - Client will meet with Measure Education to review and certify the school data **within one week of a request.**
    - Measure Education is not responsible for the accuracy of data within the Student Information System or timely certification by Client.
- Special Education Data
  - Measure Education is not responsible for the management of or timely submission of CALPADS data from the Special Education Data System ("SEDS").
  - Client will communicate all resolution actions for Special Education Data to Measure Education associated with data anomalies or errors **within one week of receiving an error report from Measure Education.**
  - Client will provide Measure Education with the name of the responsible contact for the SEDS **upon the signing of this Statement of Work.**
  - Client will provide Measure Education with the name of the responsible contact for the management of Special Education data **upon the signing of this Statement of Work.**
- Data Audit
  - During the submission window, Measure Education will download and restructure aggregate and detailed reports from CALPADS for ease of review and communication to Client leadership related to CALPADS submissions.
    - Client will agree to upload and post a complete set of required data files to CALPADS **at least 30 days before the end of the submission window.**
  - Measure Education will facilitate regular CALPADS data review meetings with relevant Client staff to help ensure the accuracy of data reported before certification.
    - Client will meet with Measure Education to review or certify school data **within one week of a request.**
- CA School Dashboard Data Support
  - Measure Education will provide phone and email support for CALPADS data sets if used for the CA School Dashboard.
- California Basic Educational Data System - Online Reporting Application ("CBEDS-ORA") Submission
  - Measure Education will enter data for the School Information Form ("SIF") to the web portal and review the results with Client before Client's certification.



- Client will provide CBEDS-ORA access credentials to Measure Education **at least 60 days before the end of the submission window.**
- Client will provide a completed SIF to Measure Education **at least 15 days before the end of the submission window.**
- Client will schedule time with Measure Education to review and certify the web portal results **at least 7 days before the CBEDS-ORA certification deadline.**

#### **System Access**

- Upon the execution of this Statement of Work, it is Client's responsibility to provide Measure Education administrative access to any data systems that Measure Education needs in order to complete the Services. This will also include access to any direct contact support services that may be offered by these data systems.

#### **Unauthorized Changes to SIS**

- Measure Education provides training to new employees as well as continuous support to administrators throughout the school year to build their understanding of the SIS. The successful and continuous operation of the SIS is based on the setup before the start of the school year. Client agrees to consult with Measure Education before making any changes to the SIS, as unauthorized changes may hinder the successful operation of the SIS. In the event that issues arise from Client's unauthorized changes made to the SIS without consultation with Measure Education, the Parties agree Measure Education shall not be responsible for issues stemming from these unauthorized changes. Further, Client agrees Measure Education may not be able to resolve issues caused by unauthorized modifications without an additional statement of work.



## 2.0 TIMING AND DURATION

### 2.1 Timing

Timing for future projects shall vary and shall be agreed upon by the Parties based upon particular objectives and deliverables.

### 2.2 Duration

The Statement of Work is effective upon execution and shall then be coterminous with the Agreement. The term of this Statement of Work shall renew and/or terminate consistent with Section 7 of the Agreement.

Measure Education may terminate this Statement of Work by providing written notice to the Client within fourteen (14) days after Measure Education starts to provide the Services (“Start Date”), if it determines in its sole discretion that it will not be reasonably able to provide any of the requested Services due to conditions outside of its reasonable control. Measure Education retains sole discretion to determine the Start Date as used in this paragraph, but it affirms its intention is for the Start Date to accurately reflect the date Measure Education has confirmed access to Client’s information system(s) and successfully holds a conference with responsible Client contacts. If Measure Education terminates the Statement of Work pursuant to this paragraph, there will be no charge to the Client and this Statement of Work will be considered invalid and Measure Education shall not be required to deliver the Services described herein.

## 3.0 FEES AND PAYMENT

### 3.1 Professional Fees

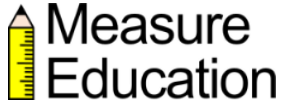
For Services listed in this Statement of Work, a fee will be charged on a monthly basis for work performed. This monthly fee shall be invoiced on the 1<sup>st</sup> of each calendar month for the amount of **\$2,089.88** (U.S. Dollars) with the first invoice sent on **August 1, 2022**.

On-site services are not part of the Services set forth above and, if requested by Client, will be billed at a daily rate of **\$2,000.00** (U.S. Dollars), which includes reasonable travel, lodging, food, and other expenses.

For additional services outside the scope of the Services set forth above or otherwise agreed to by the Parties, the hourly rate for services provided by Measure Education during our weekday business hours (10:00A.M. to 4:00 P.M. Pacific Time Zone) will be **\$150.00** (U.S. Dollars) and invoiced on a monthly schedule. For services requested that require work during out-of-business hours and the weekend, the hourly rate will be **\$300.00** (U.S. Dollars).

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Client’s responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

Notwithstanding any other provision in any Statement of Work or the Agreement, Measure Education may revise the monthly fee and other fees set forth in this section on an annual basis for the subsequent term with written notice. Measure Education will not change the fees mid-term, except with the mutual written consent of the Parties. Measure Education will provide written notice to the Client of fee changes at least thirty (30) days before the effective date of the fee change. The Parties agree that they do not need to execute a new Statement of Work or other written instrument in order for Measure Education to effectuate a change in fees pursuant to this section for subsequent terms.



### 3.2 Payment Terms

Consistent with the terms of the Agreement, payment shall be made within thirty (30) days of receipt of invoice, by check to the order of Measure Education Inc., and sent to:

Measure Education Inc.  
Attn: Accounts Receivable  
1673 9<sup>th</sup> Ave  
San Francisco, CA 94122

Measure Education may also allow Client to make Automated Clearing House (ACH) payments or other means of electronic payment. Client will be responsible for paying any fees associated with electronic payment processing.

This Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Statement of Work shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, each of the Parties has caused this Statement of Work to be executed on its behalf by its duly authorized representative as of the date first above written.

**Measure Education Inc.**

**San Pasqual Union Elementary**

By:

By:

Name: Curtis Loo

Name:

Title: President

Title:

Date:

Date:

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>MEASURE EDUCATION INC.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1673 9TH AVE</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>SAN FRANCISCO, CA 94122</b>	
7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.											
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="text-align: center;">8 1 - 4 6 2 2 3 0 1</td> <td></td> </tr> </table>	<b>Social security number</b>		[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]		<b>or</b>		<b>Employer identification number</b>		8 1 - 4 6 2 2 3 0 1	
<b>Social security number</b>											
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]											
<b>or</b>											
<b>Employer identification number</b>											
8 1 - 4 6 2 2 3 0 1											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*