Supplemental Educational Services Agreements (SES)

16.B10

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, ! ! ! 1st Choice Android Smart-Phone Tutoring, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 420 N. McKinley St., #111-182, Corona, CA 92879

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

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C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Ngan Trieu, General Manager
1st Choice Android Smart-Phone Tutoring
420 N. McKinley St, #111-182
Corona, CA 92879
(855) 313-4388

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $95 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 10-27-15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

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EDUCATIONAL SERVICES DEPARTMENT

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WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

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said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Erica True, SES Coordinator
! #1 Touch-Screen Tablet Computer Tutoring
3576 Arlington Ave., Suite 304
Riverside, CA 92506
(888)596-1626

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $45.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 10/27/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, ! ACE Tutoring Services, Inc., hereinafter referred to as the "**PROVIDER**" having a business mailing address at 3576 Arlington Ave., Ste 300, Riverside, CA 92506

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

RECEIVED 10-21-15

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

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I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

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San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Jeff Wang, Director
! ACE Tutoring Services, Inc.
3576 Arlington Ave., Suite 300
Riverside, CA 92506
(800) 688-1103

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

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B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

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Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

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The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 10/27/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, ***#1 Academia de Servicio de Tutoria***, hereinafter referred to as the "**PROVIDER**" having a business mailing address at ***2550 Corporate Place, C108 | Monterey Park, CA 91754***.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

Mario Flores
National Program Coordinator
2550 Corporate Place, C108
Monterey Park, CA 91754
(800) 293-3091

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of *$55.00* per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
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4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

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A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

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Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

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IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 11/3/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, *#1 Achieve Academic Excellence*, hereinafter referred to as the "**PROVIDER**" having a business mailing address at *2550 Corporate Place, C108 | Monterey Park, CA 91754*.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

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C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

Mario Flores
National Program Coordinator
2550 Corporate Place, C108
Monterey Park, CA 91754
(800) 293-3091

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of *$55.00* per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 11/3/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Aprende Tutoring, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 933 W. San Marcos Blvd. San Marcos, CA 92078.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

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K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

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V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER Aprende Tutoring
Chris Tanner / President
933 W. San Marcos Blvd.
San Marcos CA, 92078
760-744-0557

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $50.18 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 10/27/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, ***#1 Educando con Tabletas***, hereinafter referred to as the "**PROVIDER**" having a business mailing address at ***2550 Corporate Place, C108 / Monterey Park, CA 91754***.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

Mario Flores
National Program Coordinator
2550 Corporate Place, C108
Monterey Park, CA 91754
(800) 293-3091

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

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A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of ***$55.00*** per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

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Educational Services Department
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If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

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B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

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The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

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a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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the initials of both contracting parties appear beside such deletion or change.

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4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 12/3/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, 1 2 3 MATH, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 2050 Rangeview Drive, Glendale, CA 91201.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
1 2 3 MATH
Irene Pinzon Santos, Director
2050 Rangeview Drive
Glendale, CA 91201
877-251-6284

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $60.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

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1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

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The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

1 2 3 MATH

Irene Pinzon Santos
Director

Date: 11/03/2015

SAN YSIDRO SCHOOL DISTRICT

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, 1 iPad Gratis LLC, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 1976 S La Cienega Blvd C # 238Los Angeles, CA 90034

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

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C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER 1 iPad Gratis LLC
Julie Weeks, Manager
1976 S La Cienega Blvd C # 238
Los Angeles, CA 90034
Ph: 800-697-6591

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $60 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

1 iPad Gratis LLC	**SAN YSIDRO SCHOOL DISTRICT**
Julie weeks - Julie Weeks	
Program Manager	Mr. Jose Arturo Sanchez Macias Chief Operating Officer
Date: October 28, 2015	Date:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, 1 Online Tutoring LLC, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 11693 San Vicente Blvd # 211 Los Angeles, CA 90049.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

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San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER 1 Online Tutoring LLC
Simon Anderson
Manager
Supplemental Educational Services
11693 San Vicente Blvd # 211
Los Angeles, CA 90049
800-694-9824

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $ 55 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

1 Online Tutoring LLC	**SAN YSIDRO SCHOOL DISTRICT**
Simon Anderson	
Program Manager	Mr. Jose Arturo Sanchez Macias Chief Operating Officer
Date: October 28, 2015	Date:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, 1 to 1 Study Buddy Tutoring Inc; hereinafter referred to as the "**PROVIDER**" having a business mailing address at 351 N. Sheridan St. #133 Corona CA 92880

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $80.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

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All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
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If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

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B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

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b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

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A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: 10/27/15

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, 5 Star Tutors LLC (CA), hereinafter referred to as the "**PROVIDER**" having a business mailing address at 3940 Laurel Canyon Blvd #1298Studio City, CA 91604.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER 5 Star Tutors LLC (CA)
Margaret Dillon
Manager
3940 Laurel Canyon Blvd #1298
Studio City, CA 91604
844-581-5357

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $50 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

5 Star Tutors LLC (CA)	**SAN YSIDRO SCHOOL DISTRICT**
Margaret D.	
Program Manager	Mr. Jose Arturo Sanchez Macias Chief Operating Officer
Date: October 28, 2015	Date:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Accuracy Temporary Services, DBA ATS Project Success ; hereinafter referred to as the "**PROVIDER**" having a business mailing address at 20674 Hall Road, Clinton Township, MI 48038.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

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D. This Agreement will not automatically renew.

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*B. **The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

*C. **There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

*D. **PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

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F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

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H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Renee Weaver-Wright
President
20674 Hall Road
Clinton Township, MI 48038
800-297-2119

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $50.17 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 10-29-15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Advanced Reading Solutions LLC dba UROK Learning Institute, hereinafter referred to as the "**PROVIDER**" having a business mailing address at P.O. Box 250, Huntington Park, CA 90255.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

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C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

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San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Advanced Reading Solutions LLC
dba UROK Learning Institute
Jose Pena, SES Coordinator
P.O. Box 250
Huntington Park, CA 90255
(619) 889-4963

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $55.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Advanced Reading Solutions LLC dba
UROK Learning Institute

Program Manager
Jose Peña, SES Coordinator

Date: October 27, 2015

SAN YSIDRO SCHOOL DISTRICT

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Brainiac Learning, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 2440 E. 115th st Los Angeles, CA 90059.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Brainaic Learning
Vidal Cortes - Owner
2440 E 115th Street
Los Angeles, CA 90059
(424) 338-6121

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $70.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

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covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

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4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

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A. GOVERNING LAW
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The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

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Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

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agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

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The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Brainiac Learning	**SAN YSIDRO SCHOOL DISTRICT**
Program Manager - Vidal Cortes	Mr. Jose Arturo Sanchez Macias Chief Operating Officer
Date: November 1, 2015	Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Carter, Reddy & Associates, Inc. , hereinafter referred to as the "**PROVIDER**" having a business mailing address at 2637 E Atlantic Blvd #20686 Pompano Beach, FL 33062

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER Carter, Reddy & Associates, Inc.
Jack Wilson, Manager
2637 E Atlantic Blvd #20686
Pompano Beach, FL 33062
800-970-1796

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $65 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Carter, Reddy & Associates, Inc.	**SAN YSIDRO SCHOOL DISTRICT**
Jack Wilson J. Wilson	
Program Manager	Mr. Jose Arturo Sanchez Macias Chief Operating Officer
Date: October 28, 2015	Date:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

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EDUCATIONAL SERVICES DEPARTMENT

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WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

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C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

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D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Club Z! In-Home Tutoring
5 E. College Dr. Ste 120
Arlington Heights, IL 60004

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of 64.74 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Cari Diaz
Program Manager

Date: 10/29/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Datamatics, Inc. dba Achive HighPoints, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 4375 River Green Pkwy, Ste. 200, Duluth, GA 30096.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

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I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

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A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

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San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Datamatics, Inc. dba Achieve HighPoints
Tricia Gaffney, VP Western Region
4375 River Green Pkwy, Ste 200
Duluth, GA 30096
(888)286-5086

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

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A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $85.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

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All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

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Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

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A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Tricia Gaffney, VP Western Region

Program Manager

Date: October 29, 2015

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Datamatics, Inc. dba Achive Reading, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 4375 River Green Pkwy, Ste. 200, Duluth, GA 30096.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Datamatics, Inc. dba Achieve Reading
Tricia Gaffney, Executive Director
4375 River Green Pkwy, Ste 200
Duluth, GA 30096
(888) 286-5086

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $85.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

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1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

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A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

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Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

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The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Tricia Gaffney, Executive Director

Program Manager

Date: October 29, 2015

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015,** by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, DOCTRINA TUTORING, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 13233 BLACK MOUNTAIN Road # 259 - San Diego CA 92129

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

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A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $50 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

S. Darmon

Program Manager
SERGIO DARMON

Date: 10/28/2015

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Future Stars Tutoring Services Center, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 20913 Callaway Ave, Lakewood, CA 90715.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

RECEIVED 11-4-15

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

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G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

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I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

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A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Fu Min Qian
CEO
20913 Callaway Avenue
Lakewood, CA 90715
(888) 666-2084

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $75 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Future Stars Tutoring Services Center **SAN YSIDRO SCHOOL DISTRICT**

Program Manager

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: 11/04/2015

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, ICES Education, LLC, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 455 E. Artesia Blvd. 3rd Floor Long Beach, CA 90805.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

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Executive Director of Educational Services
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San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Joana TOrres, SES Director
ICES Education, LLC
455 E. Artesia Blvd. 3rd Floor
Long Beach, CA 90805
(562) 434-5313

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

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A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $40.14 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

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If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

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B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

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D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

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b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

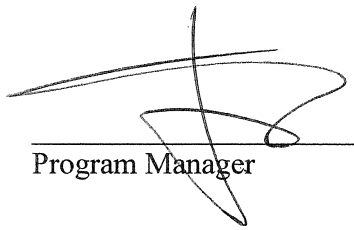
XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT



Program Manager

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: October 28, 2015

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Leading Edge Learning Center, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 3800 Orange st. ste 240 Riverside CA 92501

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

Leading Edge Learning Center
3800 Orange St. Ste 240
Riverside, CA 92501
619-463-5352

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $93 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

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1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

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(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

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A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Leading Edge Learning Center

Program Manager - Mayra Escobedo

Date: 11/3/15

SAN YSIDRO SCHOOL DISTRICT

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

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WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

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E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER Learn with iPads LLC
Wendy Gorog
Manager
7095 Hollywood Blvd # 772,
Hollywood, California, 90028844-515-6895
844-515-6895

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $ 70 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Learn with iPads LLC	**SAN YSIDRO SCHOOL DISTRICT**
Wendy Gorog, Manager	
Program Manager	Mr. Jose Arturo Sanchez Macias Chief Operating Officer
Date: October 28, 2015	Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Oxford Tutoring, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 933 W. San Marcos Blvd. San Marcos, CA 92078.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER Chris Tanner / President
Oxford Tutoring
933 W. San Marcos Blvd.
San Marcos, CA 92078
760-744-0557

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $33.45 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Date: 10/27/15

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Professional Tutors of America, Inc , hereinafter referred to as the "**PROVIDER**" having a business mailing address at 3350 E. Birch St. Suite 108, Brea CA 92821 .

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $68.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

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IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

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A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

   a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

   b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
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3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW
This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS
The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION
Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW
The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT
This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Robert Gordon, CEO
Program Manager

Date: 10/27/2015

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Studentnest Inc. (dba: Studentnest.com), hereinafter referred to as the "**PROVIDER**" having a business mailing address at 8060 Florence Ave. Ste. 200. Downey, CA 90240.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.

B. The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.

C. There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.

D. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.

E. Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Studentnest Inc. (dba: Studentnest.com)
Sunpreet Narang, Director Education
8060 Florence Ave. Ste. 200
Downey, CA 90240
(562)261-5591

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $69.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

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A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

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The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

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IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Studentnest Inc. (dba: Studentnest.com)

Program Manager
Sunpreet Narang, Director Education

Date: 11/02/15

SAN YSIDRO SCHOOL DISTRICT

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Sylvan Learning of Bonita Operated by 40 Acres Learning Inc hereinafter referred to as the "**PROVIDER**" having a business mailing address at 891 Showroom Place, Suite 103, Chula Vista, CA 91914

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

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C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

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F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

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H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Sylvan Learning of Bonita
Operated by 40 Acres & a Mind, Inc.
891 Showroom Pl #103
Chula Vista, CA 91914

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of ~~$43.63~~ per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Program Manager

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: 11/3/15

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Total Education Solutions, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 625 S Fair Oaks Ave, Suite 300 South Pasadena, CA 91030.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

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G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

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A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

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C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

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All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER
Alex Romero
FSS Program Manager
625 Fair Oaks Ave, #300
South Pasadena, CA 91030
(323) 341-5580

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

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A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $55.00 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

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All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

B. Non-compliance by the PROVIDER with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the PROVIDER including the

reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

E. Notwithstanding the above provisions, either party may terminate this Agreement with a thirty (30) day written notice.

IX. HOLD HARMLESS

The PROVIDER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and its departments, agents, officers, and employees from any and all claims or amounts which the DISTRICT or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by the PROVIDER and caused by any negligent error, omission, or act of the PROVIDER or of any person employed by the PROVIDER or of any others for whose acts the PROVIDER is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

X. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

1. During the entire term of this Agreement and any extension or modification thereof, the PROVIDER shall keep in effect a policy or policies, with an insurer satisfactory to the DISTRICT, to the following requirements:

a. Comprehensive General Liability Insurance with combined single limits for bodily injury and property damage of at least $1,000,000.00 per occurrence; and

b. Workers' Compensation Insurance or State approved Self Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California,

covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

2. No later than ten (10) calendar days after the date of the execution of this Agreement, and prior to commencement of any work hereunder, the PROVIDER shall provide to the DISTRICT satisfactory evidence of insurance confirming the above-specified coverages, including a provision for thirty (30) calendar days written notice to the DISTRICT prior to cancellation or material change can be affected to said insurance.

3. The PROVIDER shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, including but not limited to workers' compensation insurance laws. The PROVIDER understands that DISTRICT insurance does not cover PROVIDER. The PROVIDER shall procure and maintain for all periods during which PROVIDER is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if

the initials of both contracting parties appear beside such deletion or change.

D. WAIVER AND SEVERABILITY CLAUSE

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

XI. DISTRICT AND PUBLIC POLICIES

A. By signing this Agreement the PROVIDER acknowledges receipt and acceptance of the following DISTRICT policies:

1. Smoking and Use of Tobacco at DISTRICT Facilities Policy (No. 3520a-b).
2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 41361a-c).
3. Nondiscriminatory Harassment Policy (No. 4136.1a-c).
4. Drug-Free Workplace Policy (No. 4205).

B. All parties agree that the PROVIDER shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of these policies, *without* the implication of employment. It is further understood that failure to abide by these policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged that these policies specifically address employees of the DISTRICT, it is understood that the PROVIDER *is not* an employee of the DISTRICT.

C. The PROVIDER certifies it will not unlawfully discriminate on the basis of race, color, national origin, ancestry, sex (including sexual harassment), marital status, handicap, disability, medical condition, religion, or age in any of its policies, procedures, or practices in compliance with:

1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
3. Section 504 of the Rehabilitation Act of 1973 (Pertaining to handicap);
4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

It is the responsibility of the PROVIDER to ensure that those employed or subcontracted by the PROVIDER also adhere to DISTRICT and public policy. These non-discrimination policies cover admission and access to, and treatment and employment by, DISTRICT programs and activities.

XII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

The PROVIDER shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the PROVIDER'S total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement conforms to such requirements.

C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

XIII. COMPLETE AGREEMENT

This Agreement, including exhibits, terms on the purchase order and addenda incorporated herein by reference, represents the entire Agreement and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in PROVIDER's proposal or other forms unless

agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

SAN YSIDRO SCHOOL DISTRICT

Alex Romero

Program Manager

Date: 11/02/2015

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

AGREEMENT TO PROVIDE SUPPLEMENTARY EDUCATIONAL SERVICES
EDUCATIONAL SERVICES DEPARTMENT

THIS AGREEMENT is made and entered into this **November 13, 2015**, by and between the **SAN YSIDRO SCHOOL DISTRICT,** hereinafter referred to as the "**DISTRICT**" with its principal place of business at 4350 Otay Mesa Rd., San Ysidro, California 92173, and, Tutorial Services, hereinafter referred to as the "**PROVIDER**" having a business mailing address at 164 S. Industrial Dr., Saline, MI 48176.

WITNESSETH

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, 20 U.S.C. Section 6316(e) outlines the requirements for supplementary services; and

WHEREAS, according to 20 U.S.C. section 6316(e)(12), supplementary educational services are tutoring or other supplemental academic enrichment activities beyond the regular school day; and

WHEREAS, students are eligible for services if they are in Title I schools and are not meeting the State Board of Education content standards in reading and math and are from low-income families; and,

WHEREAS, the PROVIDER is an approved supplementary services PROVIDER and is willing to provide such services to the DISTRICT'S eligible students;

NOW, THEREFORE in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall be for the term November 13, 2015 through June 30, 2015.

B. The DISTRICT reserves the right to extend this Agreement by a one year term at the conclusion of this Agreement. The DISTRICT also reserves the right to extend all subsequent extensions for a one year term. All of the DISTRICT'S extensions shall be communicated to PROVIDER in writing thirty (30 days) before the end of the existing term.

RECEIVED 10-20-15

C. If the DISTRICT elects to extend this Agreement, or any subsequent extension, and amendment will be added to this Agreement stating the dates of the new term.

D. This Agreement will not automatically renew.

II. RESPONSIBILITIES OF THE PROVIDER

A. ***The PROVIDER shall provide supplementary educational services to all eligible students enrolled at the DISTRICT. The DISTRICT, in consultation with the PROVIDER and the parents and/or guardians for each eligible student, shall develop a Student Learning Plan (SLP) for each eligible student. Services will begin and end, as defined by the DISTRICT, after the SLP has been developed. Once the SLP is developed, a meeting between the DISTRICT and the PROVIDER shall be held. At the meeting, topics discussed will include: (1) the beginning and ending dates of service; and (2) specific academic plans for each student.***

B. ***The SLP shall include and address if the student has an Individualized Education Plan (IEP) or if the student is receiving services under a Section 504 plan. The goals and timetables in the SLP will be consistent with the specific student's IEP - under Section 614(d) of the Individuals with Disabilities Education Act or 504 Plan.***

C. ***There will not be any change made to the student's SLP without the written consent of the DISTRICT, the parents, and/or guardians. The PROVIDER, the DISTRICT, the parents, and/or the guardians may request a review of the student's SLP.***

D. ***PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the DISTRICT before terminating any SLP. The DISTRICT will notify the parents and/or guardians for any proposed termination of services.***

E. ***Parents and/or guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, and agreed upon in advance in writing, signed by the parents and/or guardians. In no event shall the agreed upon charges obligate the DISTRICT financially, nor shall the DISTRICT incur any obligations or expense in excess of the State and/or Federal reimbursement amount.***

F. All student records shall be kept in a secure location to prevent access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to

DISTRICT and/or the parents/guardians of DISTRICT students. PROVIDER shall not forward to any other person other than parents/guardians or DISTRICT, any student record without the written consent of the parent/guardian or the DISTRICT. Upon completion or termination of the SLP, or termination of this Agreement, PROVIDER shall turn over to DISTRICT all student records for DISTRICT eligible students to whom PROVIDER has provided services under this Agreement, with the exception of records necessary for PROVIDER to meet potential audit obligations, including specifically billing and attendance records for each student and pre and post test data.

G. PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to DISTRICT eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

H. PROVIDER agrees to furnish to DISTRICT, upon written request, a valid copy of the most recently adopted partnership agreements or bylaws of the corporation 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. PROVIDER 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 the DISTRICT.

I. PROVIDER agrees to submit a written accident report to DISTRICT and parents/guardians within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

J. PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code 49370 and California Penal Code 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours and accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to,

allegations of molestation, child abuse, missing children under PROVIDER's supervision.

K. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student, as required in their SLP.

L. PROVIDER shall maintain daily records of student services provided, including the name and/or address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

III. GENERAL TERMS RELATING TO THE PROVIDER

A. The PROVIDER hereby represents and warrants that (a) it is a State Department of Education approved PROVIDER having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the testing and assessment of any services under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any services covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any services hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the DISTRICT by its employees, and (e) that it has sufficient financial strength and resources to undertake and complete the testing and assessment services provided for under this Agreement within the time allotted by the DISTRICT. The PROVIDER further certifies and covenants that all reports, certifications and other documents prepared by the PROVIDER shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The PROVIDER will perform services to achieve the results required hereunder as an independent contractor and not as an employee of the DISTRICT.

C. The PROVIDER shall provide its services at such time as both the PROVIDER and DISTRICT determine is reasonable within the scope of the results to be achieved. If the PROVIDER is a regular employee of a public agency (any governmental agency or agent, supported by public tax dollars), all services which the PROVIDER renders under this Agreement will be performed at times other than the PROVIDER's regular assigned workday for said entity, or during periods of vacation or of absence from

said entity, in order that the PROVIDER shall not receive double compensation from public tax dollars for its time.

D. The PROVIDER shall provide all of its own supplies, equipment and materials as may be necessary within the scope of the results to be achieved.

E. The PROVIDER shall complete and return to the DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

F. The PROVIDER understands that, as an independent contractor, it is not an employee of the DISTRICT and agrees that it will not purport to be nor represent itself as a DISTRICT employee, officer, or agent. The PROVIDER agrees that it will not act as nor perform in the capacity of a DISTRICT employee. The PROVIDER further agrees that it will specifically explain its independent contractor, non-employee status to those it contacts (including DISTRICT employees and non- DISTRICT employees), as a result of its work hereunder, in order to prevent any misconceptions on the part of third parties that the PROVIDER is an employee or representative of the DISTRICT.

G. The PROVIDER agrees to comply with requirements of Education Code sections 45122.1 and 45125.1, by either completing fingerprinting/background checks of PROVIDER's personnel, or as an alternative, by applying for and receiving approval of a waiver from the DISTRICT as permitted by law, and agrees to certify to the DISTRICT Governing Board that it has complied with the requirements of Education Code sections 45122.1 and 45122.1 by completing and returning the "Contractor Certification" form in advance of providing any contracted services described herein with the DISTRICT. Any expenses incurred to implement this requirement will be the sole responsibility of the PROVIDER.

H. The PROVIDER will follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to this Agreement.

I. The PROVIDER agrees to comply with the DISTRICT Disabled Veteran Business Enterprise (DVBE) Policy No. 3323.

IV. RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT will prepare and furnish to the PROVIDER upon the PROVIDER'S request, such information as is reasonably necessary to the performance of the PROVIDER'S work under this Agreement. The PROVIDER understands that all information provided to the PROVIDER is the property of the DISTRICT and shall not be removed from the DISTRICT possession. Failure to keep such information confidential

and/or failure to return information requested by the DISTRICT is reasonable cause for termination of this Agreement and may subject the PROVIDER to liability for damages to the DISTRICT.

B. The DISTRICT may request an audit of the records of attendance and any other pertinent information relating to the Agreement.

C. The DISTRICT will notify the PROVIDER of administrative procedures required and name a representative authorized to act in its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any services hereunder.

V. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

San Ysidro School District
Mr. Tony Hua
Executive Director of Educational Services
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 Ext. 3027

PROVIDER

Thomas H. Allor Jr.
Owner - Tutorial Services
164 S. Industrial Dr.
Saline, MI 48176
734.470.6387

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt of addressee.

VI. PROVIDER's FEE AND PAYMENT THEREOF

A. The DISTRICT agrees to compensate the PROVIDER for services rendered to accomplish the results required hereunder, up to an amount not to exceed $1,003.51. The maximum fee per student during the term of this Agreement shall be $1,003.51. The fees will be billed at a rate of $50 per hour. $1,003.51 is the Supplemental Educational Services Per Pupil Rate established by the California Department of Education. $1,003.51 is the rate as of August 7, 2015. The DISTRICT will notify all PROVIDERS of any adjustment in a timely manner.

B. PROVIDER shall submit periodic invoices to the DISTRICT, no less frequently than monthly. The invoices shall be itemized by name of student, service provided and actual numbers of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering services, and include the Contract Number of this Agreement. **The Individual Student Summary (ies) and District-wide Student Summary invoices will be submitted to Educational Services Department, 4350 Otay Mesa Road, San Ysidro, CA 92173 on or before the 5th of each month.**

C. The DISTRICT may withhold payment on an invoice, or amounts in dispute within an invoice, until agreement is reached by the parties concerning the amounts due if the invoices contain disputed amounts either due to lack or performance of the services being invoiced, insufficient documentation, invoicing of services already paid or other reason which shall be stated in the notice to PROVIDER informing it of the withholding. Invoiced amounts that are not disputed will be paid when due.

D. Rates of payment for all types of services provided under this Agreement shall remain the same in effect as of the effective date of this Agreement and may not be increased during the duration of the Agreement unless otherwise authorized in writing by the DISTRICT.

E. The DISTRICT will not withhold Federal or State income tax deductions from payments made to the PROVIDER under this Agreement.

VII. INVOICES

All invoices will be audited and approved by the DISTRICT representative who, for the purpose of this Agreement is as follows:

Mr. Tony Hua
Executive Director of Educational Services
Educational Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

If the DISTRICT representative is unavailable, the DISTRICT representative's designated person to act in his absence would approve the invoice(s). The DISTRICT shall pay the PROVIDER'S fee after receipt and approval of the invoices detailing the fee incurred. The invoices must include the PROVIDER'S Federal Tax I.D. number, school of attendance and location where services were rendered.

VIII. CANCELLATION, TERMINATION OR NON-COMPLIANCE OF PROVIDER

A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT'S sole discretion, that the PROVIDER'S services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the PROVIDER only for that portion, if any, of the results achieved and the DISTRICT may immediately cancel the Agreement. Any unpaid balance shall be paid by the DISTRICT on a pro-rata basis from date of cancellation.

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reasons for suspension or termination under this provision. If the Contract is suspended, the PROVIDER shall have five (5) business days to cure the conditions(s) for which the suspension was given or the contract will be immediately terminated.

C. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the PROVIDER. If the DISTRICT terminates the Agreement as provided herein, the DISTRICT, in its sole and absolute discretion, may require the PROVIDER to complete any services required hereunder to facilitate the transfer of the PROVIDER's responsibilities to another PROVIDER or other person.

D. If this Agreement is terminated, the DISTRICT reserves the right to make a new award to a new PROVIDER. All the DISTRICT proprietary materials shall be returned and any rights shall rescind as of the date of termination.

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covering all persons providing services on behalf of the PROVIDER under this Agreement and at all risks to such persons.

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4. The DISTRICT understands that the PROVIDER may use independent contractors, volunteers, or others not covered by the PROVIDER'S workers' compensation insurance coverage, to provide services hereunder. The PROVIDER shall advise such persons providing services hereunder at the direction of the PROVIDER that the DISTRICT does not provide workers' compensation insurance and the PROVIDER shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The PROVIDER shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

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1. Title VI and VII of the Civil Rights Act of 1964, as amended (Pertaining to race, color, national origin, and religion);
2. Title IX of the Education Amendments of 1972 (Pertaining to sex discrimination);
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4. The Age Discrimination Act of 1975 (Pertaining to age);
5. The Fair Employment and Housing Act

(Pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40);

6. The Americans with Disabilities Act of 1990
(Pertaining to disability).

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The PROVIDER and the DISTRICT agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

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agreed in writing by DISTRICT. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

XIV. VENUE

The Superior Courts of the County of San Diego shall be the proper venue for the resolution of any dispute arising under the Agreement which the parties hereto are not able to resolve amicably. The parties herein submit to the jurisdiction of said courts.

XV. DUE AUTHORITY OF SIGNATORIES. Each person signing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing authority of the entity on which behalf that person is signing, to act on behalf of that entity and to bind that entity to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Tutorial Services

Thomas H. Allor Jr.

Program Manager

Thomas H. Allor Jr.

Date: 10/27/2015

SAN YSIDRO SCHOOL DISTRICT

Mr. Jose Arturo Sanchez Macias
Chief Operating Officer

Date: _____