



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDRES

PROVIDER's hourly rate for services rendered shall be \$85 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 10 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 **Fax:** (530) 741-7893

For PROVIDER: _____

!!! 1st Choice Android Smart-Phone Tutoring
Jane Ngo, SES Manager

(Name/Title)

420 N. McKinley St., #111-182

(Address)

Corona, CA 92879

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: !!! 1st Choice Android Smart-Phone Tutoring

Marysville Joint Unified School District

By: _____

Jane Ngo
SES Manager
!!! 1st Choice Android Smart-Phone Tutoring

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District

Federal I.D. # 46-2802580 _____



Marysville Joint Unified School District

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PROVIDER's hourly rate for services rendered shall be \$85 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 10 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

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A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

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PROVIDER agrees to submit a written accident report to District within five (5) days 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.

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PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

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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 Section 49370 and California Penal Code Section 1166 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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PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: _____

! # 1 Touch-Screen Tablet Computer Tutoring
Erica True, SES Coordinator

(Name/Title)

3576 Arlington Ave., Suite 304

(Address)

Riverside, CA 92506

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: ! # 1 Touch-Screen Tablet Computer Tutoring

Marysville Joint Unified School District

By: Erica True
Erica True
SES Coordinator
! # 1 Touch-Screen Tablet Computer Tutoring

Ryan DiGiulio
Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District

Federal I.D. # 90-0746299



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and ACE Tutoring Services, Inc. the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$60 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1, 2:1, or 3:1 students per teacher. Minimum number of hours of service rendered shall be 15 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

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PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

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PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

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COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

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

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During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

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Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: _____

! ACE Tutoring Services, Inc.

Jeff Wang, Director

(Name/Title)

3576 Arlington Ave., Suite 300

(Address)

Riverside, CA 92506

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: ! ACE Tutoring Services, Inc.

By: _____

Jeff Wang
Director

! ACE Tutoring Services, Inc.

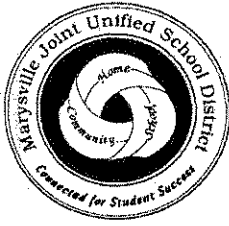
Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District

Federal I.D. # 33-0842322



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and #1 Academia de Servicio de Tutoria the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDRES

PROVIDER's hourly rate for services rendered shall be \$50.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 / 5:1 students per teacher. Minimum number of hours of service rendered shall be 17/37 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

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INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

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This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

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For the District:	Jami Larson Director of Categorical Programs Marysville Joint Unified School District 1919 B Street, Marysville, CA 95901 Phone: (530) 749-6160 Fax: (530) 741-7893
For PROVIDER:	Adriana Flores, Office Manager _____

(Name/Title)

2550 Corporate Place, C108

(Address)

Monterey Park, CA 91754

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: #1 Academia de Servicio de Tutoria



Federal I.D. # 27-1332524

Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and #1 Educando con Tabletas the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. SES tutoring must be completed by April 17, 2015.

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDRES

PROVIDER's hourly rate for services rendered shall be \$50.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 / 5:1 students per teacher. Minimum number of hours of service rendered shall be 17.37 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a “home school” outside of District’s service boundaries or enrolls in a District “home school” whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District:	Jami Larson Director of Categorical Programs Marysville Joint Unified School District 1919 B Street, Marysville, CA 95901 Phone: (530) 749-6160 Fax: (530) 741-7893
For PROVIDER:	Adriana Flores, Office Manager

(Name/Title)

2550 Corporate Place, C108

(Address)

Monterey Park, CA 91754

(City/State/Zip Code)

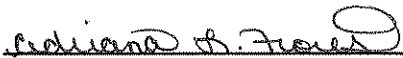
AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

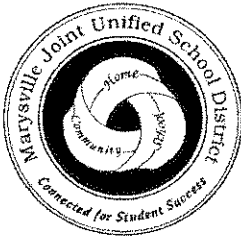
By: #1 Educando con Tabletas



Federal I.D. # 27-1332524

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

Business Services Department

Approval: 

Date: 8/29/14

Marysville
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- a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
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COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$35.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 25 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a “home school” outside of District’s service boundaries or enrolls in a District “home school” whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

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PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Brandon Edwards, President

(Name/Title)

10600 Sepulveda Blvd. Ste. 107

(Address)

Mission Hills, CA 91345

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: _____

Brandon Edwards, President

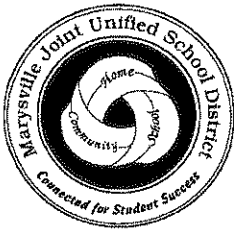
Federal I.D. # 80-0750189

Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and ! 1 Computadora Gratis para Ti ! Inc. the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be 75 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 12-14 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

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The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

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If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

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PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

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PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

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COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 **Fax:** (530) 741-7893

For PROVIDER: Rahul Agarwal, Manager

(Name/Title)

2885 Sanford Ave SW #20508

(Address)

Grandville, MI 49418

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: ! 1 Computadora Gratis para Ti ! Inc.

By: R. Agarwal

Rahul Agarwal - Manager

Federal I.D. # 27-5243133

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and 1 To 1 Study Buddy Tutoring, Inc. the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$75.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 11.50 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

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INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

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For the District:	Jami Larson Director of Categorical Programs Marysville Joint Unified School District 1919 B Street, Marysville, CA 95901 Phone: (530) 749-6160 Fax: (530) 741-7893
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For PROVIDER:	<u>1 To 1 Study Buddy Tutoring, Inc.</u>
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Duane Fjelstad / President

(Name/Title)

357 N. Sheridan St. #133

(Address)

Corona, CA 92880

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: 1 To 1 Study Buddy Tutoring, Inc.

By: 

Duane Fjelstad / President

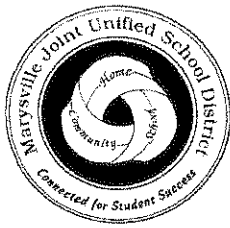
Federal I.D. # 45-0615442

Marysville Joint Unified School District


Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and A Better Tomorrow Education the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. SES tutoring must be completed by April 17, 2015.

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$38.30 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 23.00 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Hario L. Vasquez, CEO

(Name/Title)

14241 E. Firestone Blvd. Suite #200

(Address)

La Mirada, CA 90638

(City/State/Zip Code)

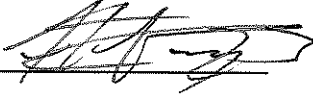
AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: *A Better Tomorrow Education*

By: Hario L. Vasquez



CEO

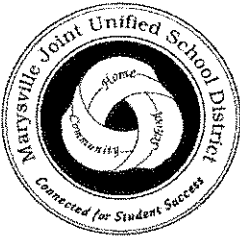
Federal I.D. # 46-1239658

Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

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COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$65.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 10:1 students per teacher. Minimum number of hours of service rendered shall be 13.55 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a “home school” outside of District’s service boundaries or enrolls in a District “home school” whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

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PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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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MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 **Fax:** (530) 741-7893

For PROVIDER: Brandon Edwards, President

(Name/Title)

10600 Sepulveda Blvd. Ste. 107

(Address)

Mission Hills, CA 91345

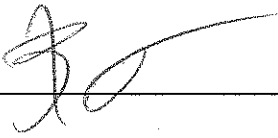
(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By:  _____

Brandon Edwards, President

Federal I.D. # 20-5554673

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and A + Educational Centers the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDRES

PROVIDER's hourly rate for services rendered shall be \$80 per student/ (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 up to 1:5 students per teacher. Minimum number of hours of service rendered shall be 11 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

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The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

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If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

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District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

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PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

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PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

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COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

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

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Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

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This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

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Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: _____

Jennifer Valdman, Director

(Name/Title)

29752 Baden Place

(Address)

Malibu, CA 90265

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

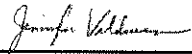
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: A + Educational Centers

Marysville Joint Unified School District

By: _____



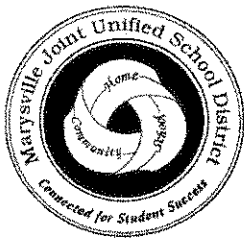
Jennifer Valdman, Director

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District

Federal I.D. # 03-0552896



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Academic Tutoring Services, Inc. the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. SES tutoring must be completed by April 17, 2015.

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be 48.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 48.00 students per teacher. Minimum number of hours of service rendered shall be 18 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

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INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

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Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Jaime Mata - P.O.O

(Name/Title)

1500 Palma Drive Suite 285

(Address)

Ventura CA 93003

(City/State/Zip Code)

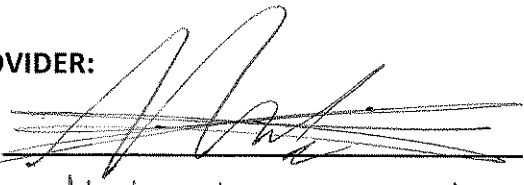
AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

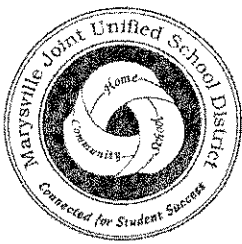
By:


Jacqueline Mondoza - Assistant Director of Operations

Federal I.D. # 56-2528455

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and ~~Accuracy Temporary Services Inc~~ ~~d/b/a ATS Project Success~~ the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$44.04 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 20 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a “home school” outside of District’s service boundaries or enrolls in a District “home school” whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Renee Weaver-Wright, President

(Name/Title)

20674 Hall Rd

(Address)

Clinton Twp., MI 48038

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: 

Renee Weaver-Wright

Federal I.D. # 38-2709553

Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

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- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

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PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

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PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

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CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

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Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

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All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$65 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 13.55 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

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The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

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PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

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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 Section 49370 and California Penal Code Section 1166 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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PROVIDER understands that MJUSD reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of attendance; health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Jack Wilson, Manager

(Name/Title)

2637 E Atlantic Blvd #20686

(Address)

Pompano Beach, FL 33062

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: Carter, Reddy & Associates, Inc.

Marysville Joint Unified School District

By: J. Wilson

Jack Wilson (Manager)

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District

Federal I.D. # 46-5420838



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Community College Foundation the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. SES tutoring must be completed by April 17, 2015.

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be 53.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1 students per teacher. Minimum number of hours of service rendered shall be 1 hours.

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PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Community College Foundation

(Name/Title) Marji LeGrand, Director of Tutoring

1901 Royal Oaks Drive Suite 100

(Address)

Sacramento, CA 95815

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: Community College Foundation

Marysville Joint Unified School District

By: _____

Marji LeGrand

Marji LeGrand, Director of Tutoring

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District

Federal I.D. # 68-0016439



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and ~~Datamatics Inc, dba Achieve HighPoint~~ the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$85 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 1036 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

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INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

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Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Datamatics, Inc. dba Achieve HighPoints

(Name/Title)

4375 River Green Pkwy Suite 200
(Address)

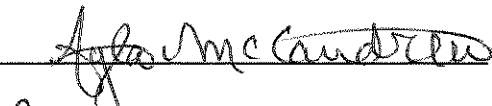
Duluth, GA 30096
(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

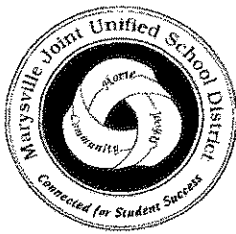
The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: 
Area Manager
Federal I.D. # 58-2073834

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Growing Scholars Educational Center the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$70 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 2 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Andrew Johnson/ Manager

(Name/Title)

8721 Santa Monica Blvd #1445

(Address)

Los Angeles CA 90069-4507

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: Growing Scholars Educational Center

Marysville Joint Unified School District

By: Andrew

Andrew Johnson , Manager

Federal I.D. # 46-5420620

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

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- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

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Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

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COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$38.30/58.73 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 5:1/1:1 students per teacher. Minimum number of hours of service rendered shall be 23/15 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Katie Wilson, President

(Name/Title)

PO Box 3455

(Address)

Grass Valley, CA 95945

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

Marysville Joint Unified School District

By: 

Katie Wison

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District

Federal I.D. # 45-3452265



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and ~~the Supplemental Educational Service provider~~ Keep Hope Alive Project (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDRES

PROVIDER's hourly rate for services rendered shall be \$60 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1 to 6 students per teacher. Minimum number of hours of service rendered shall be 14.68 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

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The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

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If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

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PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

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District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

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PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

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PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District:

Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Keep Hope Alive Project

(Name/Title) Roseline Amuchie, CEO
(Address) 18808 Stefani Ave
(City/State/Zip Code) Cerritos, CA. 90703

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: Keep Hope Alive Project Marysville Joint Unified School District

By: Roseline Amuchie, CEO

Federal I.D. # 205758322

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and MATH THINK the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be 45⁰⁰ (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1 to 1 students per teacher. Minimum number of hours of service rendered shall be 20 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

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A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws, ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

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This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

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Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

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For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

MATH THINK INC.

(Name/Title)

ALAN FIDEN CEO

(Address)

912 Cule Street S-297. S.F. CA 94117

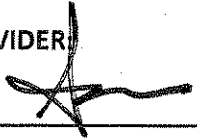
(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER

By: 

Federal I.D. #

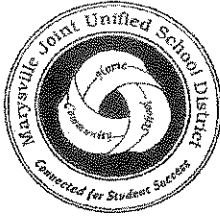
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Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and One on One Learning Corp. the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. SES tutoring must be completed by April 17, 2015.

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEDURES

PROVIDER's hourly rate for services rendered shall be \$58.73 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1.5:1 students per teacher. Minimum number of hours of service rendered shall be 15 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District:

Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Chad Brammer, SES Director
One on One Learning Corp.
SES Master Contract Page 9

8900 SW 117 Avenue C-103
(Address)

Miami, FL 33186
(City/State/Zip Code)

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: OneonOneLearningCorp. Marysville Joint Unified School District

By:

Chad Brammer, SES Director

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District

Federal I.D. # 05-0530715



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and PREFERRED CHOICE the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

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During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

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PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$55.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 5:1 students per teacher. Minimum number of hours of service rendered shall be 16 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

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PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

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The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

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If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

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Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

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This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

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During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

PRENTICE D. WILSON

(Name/Title)

PO Box 340248

(Address)

SACRAMENTO, CA 95834

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: 

Prentice D. Wilson

Vice President

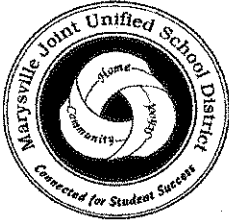
Federal I.D. # 68-0425174

Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Robert Fomby and wife the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$50 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 5 students per teacher. Minimum number of hours of service rendered shall be 200 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

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PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

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District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

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ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Roberts Family Development Center

Derrell K. Roberts, C.E.O.
(Name/Title)

770 Darina Ave.
(Address)

Summit, Co. 95815
(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: Derrell K. Roberts, C.E.O.

Federal I.D. # 68-0470557

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Studentnest.com the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$ 65.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 13.55 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a “home school” outside of District’s service boundaries or enrolls in a District “home school” whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

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Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER: Chander Joshi, V. Pres

(Name/Title)

Studentnest.com / 2121 Merced St.
(Address)

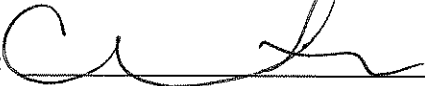
Fresno, CA 93721
(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER: Studentnest.com

By: 

Chander Joshi, V. Pres

Federal I.D. # 20-2124874

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Total Education Solutions the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

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The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$55 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1:1 students per teacher. Minimum number of hours of service rendered shall be 16 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a “home school” outside of District’s service boundaries or enrolls in a District “home school” whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

PROVIDER shall participate in any reviews, including without limitation, self reviews as required by law.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

PROVIDER with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees. A PROVIDER party that does not live in the United States and/or whose criminal records are not available to the FBI through their home countries cannot be cleared to work with MJUSD students.

If PROVIDER's services are limited to online services, contact with MJUSD students shall also include electronic contact, and PROVIDER shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees only having electronic or telephone contact with any MJUSD student shall not be required to obtain TB clearance.

Administrative staff for PROVIDER not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential MJUSD student information shall not be required to obtain TB clearance.

Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., *Providers Fairs*) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

TERMINATION

This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to District all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER, or under its control at the time of termination.

A SLP may be terminated by PROVIDER only upon consent of the LEA. A SLP shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the SLP for which the LEA is responsible for payment, divided by that portion of services actually rendered.

COMPLIANCE WITH LAWS

During the term of this Contract, PROVIDER shall comply with all applicable federal, State Board of Education, local statutes, laws ordinances, and rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District:

Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

Jade Owen, SES Program Manager

(Name/Title)

1337 Howe Ave Suite 107

(Address)

Sacramento, CA 95825

(City/State/Zip Code)

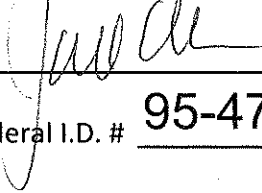
AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

By: **Total Education Solutions**



Federal I.D. # **95-4719630**

Marysville Joint Unified School District

Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and Tutorial Services the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. **SES tutoring must be completed by April 17, 2015.**

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

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PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

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PROVIDER's hourly rate for services rendered shall be \$35 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1-1 students per teacher. Minimum number of hours of service rendered shall be 25.17 hours.

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District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER’s program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER’s SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

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PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

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A PROVIDER that desires to use MJUSD facilities must complete and submit the Application for Use of School Facilities form. Upon approval, a Facilities Use Agreement will be entered into between the PROVIDER and MJUSD before access is permitted. Hourly rates and energy surcharges for MJUSD facilities shall apply.

If PROVIDER is permitted access to public school campuses, PROVIDER shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all MJUSD procedures regarding visitors to school campuses, as well as the procedures of the campus being visited.

SUPPLIES AND EQUIPMENT

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

ACCIDENT/INCIDENT REPORT

PROVIDER agrees to submit a written accident report to District within five (5) days 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.

DISCRIMINATION

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

CHILD ABUSE REPORTING

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 Section 49370 and California Penal Code Section 1166 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, an incident report to MJUSD when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

MONITORING

PROVIDER shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program and shall invite MJUSD to participate in the review of each student's progress. MJUSD shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each MJUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, MJUSD shall initially report to PROVIDER's site administrative office. PROVIDERS who provide on-line Internet tutorial services, before services are provided under this Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access PROVIDER's online services.

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

PROVIDER shall ensure that the on-the-job performance of all personnel is regularly monitored.

PERSONNEL CLEARANCE REQUIREMENTS

PROVIDER shall comply with the requirements of California Education Code Sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for PROVIDER's employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless PROVIDER determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with MJUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237(i) or (j). In addition, PROVIDER shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. PROVIDER shall certify in writing to MJUSD that PROVIDER has at all times complied with this section of the Contract. PROVIDER employing or staffing current MJUSD or other school district's employees must obtain clearance from the CDOJ verified with PROVIDER's Originating Reporting Agency Identification (ORI) number.

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Representatives for PROVIDER attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all of the clearance requirements described herein.

Clearance certifications shall be submitted to the Categorical Department pursuant to its requirements.

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This Contract may be terminated by District or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, District shall pay, without duplication, for all services satisfactorily performed to date of termination.

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ENTIRE AGREEMENT

This Contract constitutes the entire Contract between District and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

GOVERNING LAW

The terms and conditions of this Contract shall be governed by the laws of the State of California with venue in Yuba County, California.

SEVERABILITY CLAUSE

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

INSURANCE

During the entire term of this Contract and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District:	Jami Larson Director of Categorical Programs Marysville Joint Unified School District 1919 B Street, Marysville, CA 95901 Phone: (530) 749-6160 Fax: (530) 741-7893
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For PROVIDER:	<u>Tutorial Services</u>
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Thomas h. Allor Jr. - Owner

(Name/Title)

166 S. Industrial Drive

(Address)

Saline, MI 48176

(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

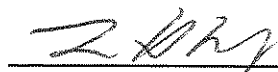
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

Marysville Joint Unified School District

By: Tutorial Services

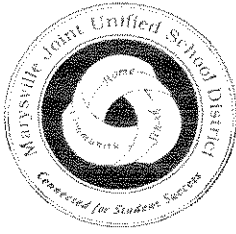


Ryan DiGiulio

Assistant Superintendent

Marysville Joint Unified School District

Federal I.D. # 20-0704954



Marysville Joint Unified School District

2014-2015 MASTER CONTRACT

TITLE I – SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

MASTER CONTRACT

This Master Contract ("Contract") is entered into on September 10, 2014 between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD" or "District"), and VOICE OF HOPE the Supplemental Educational Service provider (hereinafter referred to as "PROVIDER") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES") to all eligible MJUSD students whose parent selects PROVIDER under the Elementary and Secondary Education Act (ESEA) Title I, also known as the No Child Left Behind Act, (hereinafter referred to as "NCLB"). Eligible students are those students identified by the District who meet specific requirements under Title I.

SES requires:

- a. the LEA to develop a Student Learning Plan (SLP) in consultation with parent and the PROVIDER chosen by parent, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; in the case of a student with disabilities, it must be consistent with the student's IEP; and
- b. a description of how the student's parent and teacher(s) will be regularly informed of the student's progress; and
- c. a provision for the termination of the Contract if the PROVIDER is unable to meet the goals and timetables required; and
- d. provisions with respect to PROVIDER payment by the LEA; and
- e. provision to ensure the PROVIDER does not disclose to the public the identity of any student eligible for; or receiving supplemental services without the written permission of the parent of such student.

It is understood that this Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or PROVIDER to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by PROVIDER.

PROVIDER SERVICES

PROVIDER shall provide high quality and research-based SES for students, specifically designed to increase student academic achievement. PROVIDER agrees to provide SES in accordance with the NCLB Act and California Education Code Sections 12001 and 33031, and Title 5 of the California Code of Regulations ("Title 5") Section 13075.1 et seq.

SES provided under this Contract shall be consistent with PROVIDER's program as described in PROVIDER's SES Provider Request for Application ("RFA") to the California Department of Education (hereinafter referred to as "CDE").

PROVIDER shall attend the District's mandatory provider training to obtain required Contract information.

PROVIDER shall submit to District a signed District-approved Student Learning Plan ("SLP") for each student served. PROVIDER shall provide all SES specified in each student's SLP.

PROVIDER shall comply with the regulations of Title 5 Section 13075.1 with regard to providing notification to the CDE regarding subcontractors providing SES. PROVIDER shall concurrently provide the District with all material provided to CDE under this Subsection.

CERTIFICATION/APPROVAL

PROVIDER shall be certified or otherwise approved by the CDE as an SES provider for the 2014-15 school year. This Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the term of this Contract.

PROVIDER agrees to: 1) comply with all District procedures concerning staffing requirements, enrollment, tutoring timelines, SLP, attendance reporting, and billing requirements; 2) provide services that are secular, neutral, and non-ideological in instruction and content.

COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the term of this Contract, PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations as well as all MJUSD policies and procedures.

TERMS OF MASTER CONTRACT

The term of this Contract shall begin on September 10, 2014 and end on June 30, 2015 unless terminated earlier as provided in this Contract. SES tutoring must be completed by April 17, 2015.

DEFINITIONS

The following definitions shall apply for purposes of the Contract:

The term "authorized MJUSD representative" means the Superintendent or a MJUSD Categorical Program administrator.

The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights.

ENROLLMENT PROCEDURES/TIMELINES

PROVIDER or anyone working on the PROVIDER's behalf shall not alter SES enrollment forms. PROVIDER may not enroll students with the exception of a two-day window spanning September 16-18, 2014. Enrollment forms will be available at the conclusion of the SES Provider Fair on September 16 at 6:30 p.m. and due at the conclusion of the Fair on September 18 no later than 6:30 p.m. Outside of the dedicated window, all eligible students must enroll at their school of attendance or at the District Office. Enrollment forms will be distributed to parents whose students are attending a Program Improvement Year 2-5 school. Additional enrollment forms will be available in the school office.

PROVIDER or anyone working on the PROVIDER's behalf shall not enter any District campus, District-sponsored activity, or contact District employees for student recruitment purposes at any time except when participating in the District-hosted SES Provider Fair inside the designated meeting room only or as directed by District after student lists have been received.

Upon receipt of SES enrollment forms, the District will approve student eligibility. If the funds available are insufficient to provide SES to each eligible student whose parent requests SES, the District will give priority to the lowest-achieving eligible students. A notification will be sent to the PROVIDER after eligibility verification has been obtained. A SLP number will be assigned, and the SLP will be distributed to the selected PROVIDER.

STUDENT LEARNING PLAN (SLP)

PROVIDER shall schedule and administer student pre-testing prior to creating the SLP. The PROVIDER shall consult with parent in the development of the SLP. All District-approved SLP's must be signed by parent and PROVIDER representative. If the PROVIDER prefers the District determine the academic achievement goals and develops the SLP, the pretest assessment results must be forwarded prior to the development. PROVIDER must ensure that parent receive a copy of the District- approved SLP in the home language of the parent.

Student achievement goals shall be aligned to the Common Core State Standards and to student's need determined by PROVIDER's pre-test. The SLP shall be turned in, reviewed, and approved by District PRIOR to the tutoring start date.

PROVIDER shall administer pre-tests prior to the tutoring start date and the beginning of providing SES to each student and administer post-tests to each student before the end of the term of the student's SLP. PROVIDER shall not charge the parent or District for the provision of progress reports and/or any assessments including the pre- and post-tests. Parent 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 and signed by the parent. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall provide necessary accommodation for student to receive appropriate SES if student is covered by IDEA, ADA Section 504, or has limited English proficiency.

MAINTENANCE OF RECORDS/CONFIDENTIALITY

PROVIDER will comply with all federal, state, and local laws, rules, and regulations regarding personally identifiable information concerning District students, employees, and agents over which PROVIDER has control or to which PROVIDER has access, as well as any other student or District employee data provided or made available to PROVIDER in connection with this Contract and will observe all district security procedures.

PROVIDER shall maintain all records as required by state and federal laws and regulations. PROVIDER shall maintain all records for at least five (5) years after the termination of the Contract.

All information developed by PROVIDER under this Contract including without limitation all pupil records and the identity of MJUSD students being served by PROVIDER are confidential. PROVIDER shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. 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 LEA and/or the parent of LEA's student. PROVIDER shall not forward to any other person other than parent or LEA any student record without the written consent of the parent or LEA.

COMPENSATION/PAYMENT PROCEEDURES

PROVIDER's hourly rate for services rendered shall be \$60.00 (per hour) for a total amount for services rendered during the term of this Contract not to exceed the state/federal determined per pupil total allocation of \$880.99. The student-teacher ratio for this hourly rate will be 1.5 students per teacher. Minimum number of hours of service rendered shall be 14.68 hours.

PROVIDER shall submit invoices and supporting documentation to District for each student receiving SES within thirty (30) days of the end of the attendance accounting period. PROVIDER shall submit to District monthly invoices itemized by name/address of student, purchase order number, and service student progress reports shall accompany monthly invoices. PROVIDER shall submit invoices and related documents to District for payment for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by District. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered, or termination of applicable Contract, whichever comes first. Payment shall be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by District. PROVIDER shall correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by LEA.

PROVIDER shall receive compensation only for sessions actually attended by District students and SES actually provided to District students. PROVIDER shall not receive compensation in the event of student absences, regardless of the reason for absence.

STUDENT ATTENDANCE RECORDS

PROVIDER shall keep records of student attendance for all District students to whom PROVIDER provides SES services under this Contract. Each student's activity roster must be signed by the parent or student and by the student's tutor. Initials are not acceptable. The location of the tutoring must be included; parent and/or student must record and verify attendance by writing the daily start and end times and signing by each day's time. PROVIDER shall verify the accuracy of each Activity Roster. PROVIDER shall allow District representatives to meet with their staff for the purpose of discussing attendance reporting. PROVIDER will provide original copies of all signatures to District upon request.

STAFF ABSENCES

The PROVIDER shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.

The PROVIDER shall notify its employees who are MJUSD employees that an absence from their regular duties for MJUSD work prohibits them from working for a PROVIDER on that same day of absence if the absence was for illness.

DISTRICT STUDENT CHANGE OF ENROLLMENT

If the District student enrolls to a "home school" outside of District's service boundaries or enrolls in a District "home school" whose students are not eligible for SES under the Act, District shall not be responsible for the cost of SES delivered after the change of enrollment.

WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM

PROVIDER shall immediately report, by email, to District when a District student is withdrawn from SES. PROVIDER agrees that students are to be withdrawn in a timely manner when: (1) PROVIDER receives a parent request for withdrawal; (2) when PROVIDER is unable to provide SES; or (3) student has two (2) or more unexcused absences. PROVIDER will document three (3) attempts to provide SES.

RIGHT TO WITHHOLD

District may withhold payment to PROVIDER when District has reliable evidence, described in writing to the PROVIDER that: (1) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (2) PROVIDER was overpaid by District as determined by inspection, review, and/or audit of PROVIDER's program of work, and/or records; (3) SES are provided to students by personnel who are not appropriately credentialed, licenses, or otherwise qualified; (4) District has not received all documents concerning one or more students enrolled in PROVIDER's SES program or has not received said documents in a timely fashion; (5) District has not received a monthly invoice and supporting documentation within thirty (30) days from the end of the attendance period; or (6) District has not received a properly resubmitted revised invoice from PROVIDER within fifteen (15) days from the date District returns an invoice to PROVIDER. If District notifies PROVIDER in writing that it intends to withhold payment, PROVIDER shall have fifteen (15) days from the date of receipt of that notice to correct the identified deficiency. Upon written request from PROVIDER documenting reasonable justification, District may agree that a thirty (30) day extension of time for PROVIDER to correct the identified deficiency.

PARENT ACCESS

PROVIDER shall provide reasonable parental access to MJUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. PROVIDER shall comply with any known court orders regarding parental visits and access to MJUSD students.

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GOVERNING LAW

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SEVERABILITY CLAUSE

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

INSURANCE

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Not later than the effective date of this Contract, PROVIDER shall provide District with satisfactory evidence of insurance, naming MJUSD as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense maintain insurance under the Worker's Compensation Law of California, if applicable. District reserves the right to revise the requirements of this provision at any time. If District determines that additional insurance coverage is necessary, District will reopen negotiations with PROVIDER to modify the terms of this Contract.

INDEMNIFICATION AND HOLD HARMLESS

PROVIDER shall defend, hold harmless, and indemnify MJUSD and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

CONFLICT OF INTEREST

PROVIDER agrees to furnish to District (upon request) with 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 Trustees (or Directors 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 MJUSD.

DISPUTES

Disputes between MJUSD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted to the Assistant Superintendent of Personnel Services of the Marysville Joint Unified School District. The determination of the LEA Assistant Superintendent of Personnel Services shall be made in writing and shall be binding on both parties.

NOTICES

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Jami Larson
Director of Categorical Programs
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone: (530) 749-6160 Fax: (530) 741-7893

For PROVIDER:

VOICE OF HOPE

(Name/Title) PAUL AMUCHIE, CEO

19610 BELLFLOWER BLVD, #203
(Address)

BELLFLOWER, CA 90706
(City/State/Zip Code)

AUTHORIZED REPRESENTATIVE

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Contract by and through their authorized agents or representatives. This Contract is effective **September 10, 2014** and terminates at 5:00 p.m. on **June 30, 2014** unless terminated earlier as provided herein.

PROVIDER:

Marysville Joint Unified School District

By: VOICE OF HOPE

PAUL AMUCHIE, CEO

Federal I.D. # 46-3207797

Ryan DiGiulio
Assistant Superintendent
Marysville Joint Unified School District