2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and *#1 Achieve Academic Excellence* (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: *Mario Flores*
Director of Categorical Programs	Title: *National Program Coordinator*
Marysville Joint Unified School District	Company: *#1 Achieve Academic Excellence*
1919 B Street	Address: *2550 Corporate Place C108*
Marysville, CA 95901	City: *Monterey Park* State: *CA* Zip: *91754*
(530) 749-6160	Phone: *800-293-3091*
jlarson@mjusd.com	Email: *achieveacademicexcellence@gmail.com*

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

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[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA:

Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER:

Name/Title: *Mario Flores / National Program Coordinator*

Address: *2550 Corporate Place C108*

City/State/Zip: *Monterey Park, CA 91754*

Email: *achieveacademicexcellence@gmail.com*

Phone: *800-293-3091*

Marysville Joint Unified School District	**CONTRACTOR** *#1 Achieve Academic Excellence*
Ryan DiGiulio Assistant Superintendent Business Services Date	By: _____ Signature *National Program Coordinator* Title *September 30, 2015* Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: #1 Achieve Academic Excellence

Administrative Contact Person, Title, and Position: Mario Flores / National Program Coordinator

Address/City/Zip: 2550 Corporate Place C108, Monterey Park, CA 91754

Phone: 800-293-3091 Fax: 323-693-5300 E-mail: achieveacademicexcellence@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Mario Flores / National Program Coordinator

California Address/City/Zip: 2550 Corporate Place C108, Monterey Park, CA 91754

California Phone: 800-293-3091 California Fax: 323-693-5300 E-mail: achieveacademicexcellence@gmail.com

English Speaking Parent Contact Information

Name, Position: Mario Flores / National Program Coordinator

Address/City/Zip: 2550 Corporate Place C108, Monterey Park, CA 91754

Phone: 800-293-3091 Fax: 323-693-5300 E-mail: mario.academictutoringservice@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Mario Flores / National Program Coordinator

Address/City/Zip: 2550 Corporate Place C108, Monterey Park, CA 91754

Phone: 800-293-3091 Fax: 323-693-5300 E-mail: mario.academictutoringservice@gmail.com

Hmong Speaking Parent Contact Information

Name, Position:

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

- √ Student's Home
- √ Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip:
303 2nd St, Marysville, CA 95901
Phone: **530-749-7380**
Fax: **N/A**
E-mail: **library@co.yuba.ca.us**

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.
N/A

Program Specifics

Grade levels to be served: **K-12**

Subjects offered: **Reading/English Language Arts & Mathematics**

Minimum number of students to serve in MJUSD: **1**

Maximum number of students to serve in MJUSD: **1000**

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes √ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- √ One-on-one
- √ Small Group
- ☐ Large Group
- ☐ Computer-assisted
- ☐ Online

Student to staff ratio: **Small Group 5:1 ratio**

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: **Minimum hours provided will be 17 hours – not including pre- and post testing.**

Number of instructional minutes per tutoring session: **90-120 minutes**

Number of sessions a week: **2 – 3 sessions per week**

Days of the week SES are offered: **Monday thru Sunday**

Describe how the student learning goals are determined:
We use the Common Core State Standard objectives and benchmarks as a guide for the core curriculum and mode of instructional delivery. Tutoring instruction meets these benchmarks by utilizing curriculum that addresses all goals and standards. Tutoring sessions are designed to follow a roadmap, beginning with the first achievement goal outlined for the session. Once a student masters a goal, they progress forward to the next goal. The roadmap incorporates different learning modalities and curriculum derived from Continental Press and Garlic Press, which is supplied by our company to assist students in achieving their goals. Sessions are structured to begin with short mini-lessons, such as speed-reading, before progressing into the core academic tutoring, which incorporates the curricula and relia (hands-on activities) to focus on the achievement goal. Sessions end with a short activity that reinforces progress the student has made during the session. Informal assessments (Ex. chapter quizzes) determine where achievement has been made and how to progress to the next goal.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other):
Our tutors will be Certified Teachers and Paraprofessionals.
Teachers Qualifications:
* K-12 certification
* Bachelor's degree in a related field
Paraprofessionals Qualifications:
* At least two years of study at an institution of higher education
* A formal academic assessment of knowledge and ability to assist in instructing reading, writing, and/or mathematics
* A formal academic assessment of knowledge, and the ability to assist in instructing reading readiness, writing readiness, and/or mathematics readiness, as appropriate

Years of instructional experience in:
1 year Reading
1 year Mathematics
1 year English/Language Arts
All Tutors will be required to pass a background check (DOJ/FBI), TB testing and will be required to attend a one day mandatory training.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students:
Introductory Training: Includes company and program policies and procedures; instructional strategies; SLP creation and implementation; monitoring and reporting student progress; FERPA; compliance with applicable federal, state, and local health, safety, and civil rights laws; child abuse reporting; and secular, neutral, and non-ideological instruction.Ongoing Training: Includes refresher courses for all topics covered during the Introductory Training, and is tailored to address any concerns or issues that arise and to provide support in areas that our monitoring of tutor performance indicate is necessary.Professional Development: Each session focuses on a specialized topic such as effective implementation of instructional strategies; differentiating instruction based on students' needs; communication with parents/guardians; working with SWDs and ELs; administering the Achieve Test; and curriculum training.

Describe how the goals of each student are communicated to the assigned tutor:
We use the Common Core State Standard objectives and benchmarks as a guide for the core curriculum and mode of instructional delivery. Tutoring instruction meets these benchmarks by utilizing curriculum that addresses all goals and standards. Tutoring sessions are designed to follow a roadmap, beginning with the first achievement goal outlined for the session. Once a student masters a goal, they progress forward to the next goal. The roadmap incorporates different learning modalities and curriculum derived from Continental Press and Garlic Press, which is supplied by our company to assist students in achieving their goals. Sessions are structured to begin with short mini-lessons, such as speed-reading, before progressing into the core academic tutoring, which incorporates the curricula and relia (hands-on activities) to focus on the achievement goal. Sessions end with a short activity that reinforces progress the student has made during the session. Informal assessments (Ex. chapter quizzes) determine where achievement has been made and how to progress to the next goal.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.):
No requirements are needed from students to access our SES program. Provider will provide all necessary equipment.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:
Our instructional program is designed to be accessible to SWDs. We have established accommodations, strategies, and curricula that satisfy the unique needs of SWDs. We provide a supportive learning environment where students are encouraged to ask questions. We incorporate the following elements into our program, which promotes access to our program for SWDs: 1.) State-certified teachers who are special education certified and have experience working with SWDs; 2.) Multiple mediums to enhance student understanding (such as pictures, physical objects, and manipulatives); 3.) Daily vocabulary-building; 4.) Extended time-on-task and 5.) Extra preparation for unfamiliar concepts. We provide assistive tools to students, as needed, such as wheelchairs, walkers, tape recorders, sound-amplification devices, and word processors that can accommodate a student's physical challenges. Since some learning disabilities are difficult to diagnose, we administer frequent interim assessments to ensure our program is meeting the student's needs and producing increased academic achievement in all students, including SWDs.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided:
Our instructional program is designed to promote program access for ELs. We have established accommodations, strategies, and curricula that will meet the unique needs of these students. We develop instructional programs for ELs based on each student's skill level, as determined by the Achieve Test and feedback from parents/guardians and school staff. Our EL students are always assigned to a bilingual tutor who provides support in the student's native language, as needed, during each tutoring session. Typically, our tutors who work with ELs are state-certified teachers. With our EL students, who are almost exclusively tutored in English Language Arts, we focus our tutoring on English language basics, including: listening, speaking, reading, and writing. We offer 4 levels of intervention for our EL students within our program.

Attach Pre/Post Assessment to be utilized.
See attached.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
We will market provider fairs and around the local community using our districts approved marketing material. We hire marketers by placing ads on local papers, career builder and Craigslist. During the hiring process we hold both a phone and in person interview and only select applicants that have a minimum of two years of marketing experience.
Before allowing marketers to begin working for us, they're required to attend an 8 hour training which goes over company history, company policies and procedures, requirements/expectations when working as a marketer, and marketing guidelines for specific districts they'll be marketing in.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:
Upon receiving the student list from the district, Academic Tutoring Service will call parents informing them of student's enrollment in our program. Parents will then be scheduled for a Parent Orientation which consists of the parent filling out the student registration paperwork and assessing the student.
Those students which are not contacted will be mailed a letter informing them of the student's enrollment in our program and to contact us to schedule a parent orientation. If parents do not contact us within a week then we will contact the district to get updated contact information.

Describe the protocol for contacting parents for student concerns including discipline and attendance:
Our tutor will address issues with discipline, lack of participation and lack of attendance during tutoring sessions on the student monthly progress reports and by inputting the information into our database, OASES. The tutor will then hold a meeting with the parent to discuss the report and a copy of the report is given to the parent and school district. If the issue continues then the Project Coordinator, tutor and parent will hold a meeting to attempt to resolve the issue at hand. A final meeting will be held with the provider, parent and school district if the issue is not resolved.

Describe the protocol for responding to parent complaints.
We encourage parents to voice their complaints regarding our program. We ask parents to discuss their issues with their child's tutor first. If concerns are still present, please fill out a parent complaint form and return it to the project coordinator. If your issues are still not resolved, please contact the company director.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
Throughout the tutoring process, we monitor student progress and needs on an individual basis to best meet his/ her needs. We assess students with chapter quizzes at regular intervals to establish a baseline and analyze progress and performance. Tutors log into our database, OASES, to leave daily notes regarding student progress, advancement, setbacks, behavioral issues, and curriculum comments on a daily basis and refer constantly to the SLP. This daily tracking of each student's progress makes for a concise and progress-based approach to the tutoring process and enables our office to carefully monitor each student. The Project Coordinator reviews the tutors' notes daily, as well, and reports any concerns or timetable changes to the corporate office. Depending upon individual district requirements progress reports for each student are completed either mid-program or monthly (most common). Monthly (i.e. Interim), mid-program, and final written progress reports, relating to the objectives and three goals developed in the SLP and approved by the corporate office, are hand-delivered to parents/guardians during a monthly parent-tutor meeting. Should a parent/guardian have a scheduling conflict, our Project Coordinator will work with them to set a time for a more convenient appointment or visit the student's residence in person. As a last resort, we will notify the parent/guardian that we are mailing the progress report to their residence. Face-to-face translations in the parent's/guardian's native language are provided by our bilingual tutors. Immediately upon entering into the tutoring program, the parent's/guardian's

native language is noted and the student is place with the appropriate bilingual tutor. This process allows for immediate and ongoing ease of communication for all parties. Our corporate office mails copies of all progress reports to appropriate district staff. All communication is in compliance with all confidentiality provisions set forth in NCLB and FERPA. Our employees undergo FERPA-specific training and are required to sign a statement that they have read, understand, and will adhere to all rules and regulations regarding student confidentiality as outlined in their employee handbook.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
All parents will be notified by phone of any class cancellations, in the event that a tutor may have an emergency. Tutors will notify the Project Coordinator by phone or email of any tutoring sessions which are cancelled. Tutors should arrange with their students a mutually acceptable time to schedule a make-up session.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	MARIO FLORES Provider Printed Name (Blue Ink)	September 30, 2015 Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RL
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and ! ACE Tutoring Services, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name:Jeff Wang
Director of Categorical Programs	Title:Director
Marysville Joint Unified School District	Company:! ACE Tutoring Services, Inc.
1919 B Street	Address: 3576 Arlington Ave., Suite 300
Marysville, CA 95901	City: Riverside State: CA Zip: 92506
(530) 749-6160	Phone(800) 688-1103
jlarson@mjusd.com	Email: acetutoring@sbcglobal.net

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract,* containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Jeff Wang, Director

Address: 3576 Arlington Ave., Suite 300

City/State/Zip: Riverside, CA 92506

Email: acetutoring@sbcglobal.net

Phone: (800) 688-1103

Marysville Joint Unified School District	**CONTRACTOR**
_____ Ryan DiGiulio Assistant Superintendent Business Services _____ Date	By: _____ Signature Director Title 9/23/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: ! ACE Tutoring Services, Inc.

Administrative Contact Person, Title, and Position: Jeff Wang, Director

Address/City/Zip: 3576 Arlington Ave., Suite 300, Riverside, CA 92506

Phone: (800)688-1103 Fax: (951) 686-8097 E-mail: acetutoring@sbcglobal.net

Program Monitor Contact Information

Program Monitor, Title, and Position: Jeff Wang, Director

California Address/City/Zip: 3576 Arlington Ave., Suite 300, Riverside, CA 92506

California Phone: (800) 688-1103 California Fax: (951) 686-8097 E-mail: acetutoring@sbcglobal.net

English Speaking Parent Contact Information

Name, Position: Jeff Wang, Director

Address/City/Zip: 3576 Arlington Ave., Suite 300, Riverside, CA 92506

Phone: (800) 688-1103 Fax: (951) 686-8097 E-mail: acetutoring@sbcglobal.net

Spanish Speaking Parent Contact Information

Name, Position: Alfred Godinez, Assistant Director

Address/City/Zip: 3576 Arlington Ave., Suite 300, Riverside, CA 92506

Phone: (800) 688-1103 Fax: (951) 686-8097 E-mail: acetutoring@sbcglobal.net

Hmong Speaking Parent Contact Information

Name, Position:

Address/City/Zip: 3576 Arlington Ave., Suite 300, Riverside, CA 92506

Phone: (800) 688-1103 Fax: (951) 686-8097 E-mail: acetutoring@sbcglobal.net

Location of Services

Select the location of SES services (check all that apply):

- ☒ Student's Home
- ☒ Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: Within MJUSD boundaries
Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12th

Subjects offered: English Language Arts and Math

Minimum number of students to serve in MJUSD: 3 per district

Maximum number of students to serve in MJUSD: 100

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes ☒ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- ☒ One-on-one
- ☒ Small Group
- ☐ Large Group
- ☐ Computer-assisted
- ☐ Online

Student to staff ratio: 3, 2 or 1:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 16 hours

Number of instructional minutes per tutoring session: 60-120 minutes per tutoring session

Number of sessions a week: 1 to 5 tutoring sessions per week; parent's choice

Days of the week SES are offered: Any day(s) of the week

Describe how the student learning goals are determined: Student learning goals are determined by the pre-test assessment test student takes at the initial meeting with the tutor. Tutor and parent will come into an agreement on what student learning goals the student will work on to show academic improvement in the subject area needed.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Each tutor must go through a mandatory, comprehensive in-person or telephone interview and orientation before he/she can start tutoring. Tutors are given all the guidelines, company policies, and procedures (such as procedures for parent complaint, reporting child abuse and missing children) during the orientation. The testing and tutoring materials are also explained to each tutor before the tutoring sessions begin. Every tutor also receives continuous supports from our staff on the use of curriculum materials; supports can be accessed by phone, e-mail, or fax during our regular business hours, which are between 9:30 A.M. to 6:00 P.M., Monday through Friday.

Describe how the goals of each student are communicated to the assigned tutor: The tutor is aware of the goals of each student when the student learning plan is approved and tutor can begin tutoring the student.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): Not Applicable

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Our tutors will work with parents of students with disabilities to develop a tutoring program that is consistent with the student's IEP.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Bilingual tutors are available for students and parents who need primary language support. All of our office staffs are also bilingual, so we can ensure clear communications between parents and tutors.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office. We only attend SES provider fairs to market our company.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: A phone call is made to the family to confirm enrollment and a letter is mailed out to the residence if the family cannot be reached.

Describe the protocol for contacting parents for student concerns including discipline and attendance: A phone call is made to the family to inform them of the incident reported. A warning is issued if necessary. The district is made aware of the issue via phone call and email.

Describe the protocol for responding to parent complaints. A student coordinator will try to resolve any issue or complaint that occurs regarding the tutoring service. If needed, a new tutor will be assigned within a week of the issue or complaint's.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: At the end of each month the tutor will give the parent a copy of the Monthly Attendance sheet and will also provide the parent with a progress report with student's progress. A copy can also be mailed out to each student school site.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: Our full-time staffs are responsible of scheduling and maintaining records of each tutor and their students. A phone call will be made to the family by our tutor or staffs for any canceled or rescheduled sessions. Our staffs are well training professionals with years of experience in educational services. Our proprietary database software also helps our staffs to schedule and maintain student records.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
[signature]	Jeff Wang	9/23/15

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval :
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and ! # 1 Touch-Screen Tablet Computer Tutoring (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name:Erica True
Director of Categorical Programs	Title:SES Coordinator
Marysville Joint Unified School District	Company:! # 1 Touch-Screen Tablet Computer Tutoring
1919 B Street	Address: 3576 Arlington Ave., Suite 304
Marysville, CA 95901	City: Riverside State: CA Zip: 92506
(530) 749-6160	Phone(888) 596-1626
jlarson@mjusd.com	Email: number1tstct@gmail.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

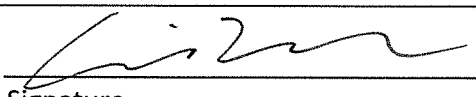
For PROVIDER: Name/Title: Erica True, SES Coordinator

Address: 3576 Arlington Ave., Suite 304

City/State/Zip: Riverside, CA 92506

Email: number1tstct@gmail.com

Phone: (888) 596-1626

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By:  Signature SES Coordinator Title 9/23/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: ! # 1 Touch-Screen Tablet Computer Tutoring

Administrative Contact Person, Title, and Position: Erica True, SES Coordinator

Address/City/Zip: 3576 Arlington Ave., Suite 304, Riverside, CA 92506

Phone: (888) 596-1626 Fax: (951) 686-8097 E-mail: number1tstct@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Erica True, SES Coordinator

California Address/City/Zip: 3576 Arlington Ave., Suite 304, Riverside, CA 92506

California Phone: (888) 596-1626 California Fax: (951) 686-8097 E-mail: number1tstct@gmail.com

English Speaking Parent Contact Information

Name, Position: Erica True, SES Coordinator

Address/City/Zip: 3576 Arlington Ave., Suite 304, Riverside, CA 92506

Phone: (888) 596-1626 Fax: (951) 686-8097 E-mail: number1tstct@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Nelly Arceniega, Coordinator

Address/City/Zip: 3576 Arlington Ave., Suite 304, Riverside, CA 92506

Phone: (888) 596-1626 Fax: (951) 686-8097 E-mail: number1tstct@gmail.com

Hmong Speaking Parent Contact Information

Name, Position:

Address/City/Zip: 3576 Arlington Ave., Suite 304, Riverside, CA 92506

Phone: (888) 596-1626 Fax: (951) 686-8097 E-mail: number1tstct@gmail.com

Location of Services

Select the location of SES services (check all that apply):

- ☒ Student's Home
- ☒ Central Location - Library or Community Center
- ☐ School Site
- ☒ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: Within MJUSD boundaries
Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12th

Subjects offered: English Language Arts and Math

Minimum number of students to serve in MJUSD: 3 per district

Maximum number of students to serve in MJUSD: 100

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes ☒ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):
☒ One-on-one
☐ Small Group
☐ Large Group
☒ Computer-assisted
☒ Online

Student to staff ratio: 1:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 11 hours

Number of instructional minutes per tutoring session: 60-120 minutes per tutoring session

Number of sessions a week: 1 to 5 tutoring sessions per week; parent's choice

Days of the week SES are offered: Any day(s) of the week

Describe how the student learning goals are determined: Student learning goals are determined by the pre-test assessment test student takes at the initial meeting with the tutor. Tutor and parent will come into an agreement on what student learning goals the student will work on to show academic improvement in the subject area needed.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Each tutor must go through a mandatory, comprehensive in-person or telephone interview and orientation before he/she can start tutoring. Tutors are given all the guidelines, company policies, and procedures (such as procedures for parent complaint, reporting child abuse and missing children) during the orientation. The testing and tutoring materials are also explained to each tutor before the tutoring sessions begin. Every tutor also receives continuous supports from our staff on the use of curriculum materials; supports can be accessed by phone, e-mail, or fax during our regular business hours, which are between 9:30 A.M. to 6:00 P.M., Monday through Friday.

Describe how the goals of each student are communicated to the assigned tutor: The tutor is aware of the goals of each student when the student learning plan is approved and tutor can begin tutoring the student.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): Tablet computer and internet access will be provided by provider.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Our tutors will work with parents of students with disabilities to develop a tutoring program that is consistent with the student's IEP.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Bilingual tutors are available for students and parents who need primary language support. All of our office staffs are also bilingual, so we can ensure clear communications between parents and tutors.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office. We only attend SES provider fairs to market our company.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: A phone call is made to the family to confirm enrollment and a letter is mailed out to the residence if the family cannot be reached.

Describe the protocol for contacting parents for student concerns including discipline and attendance: A phone call is made to the family to inform them of the incident reported. A warning is issued if necessary. The district is made aware of the issue via phone call and email.

Describe the protocol for responding to parent complaints. A student coordinator will try to resolve any issue or complaint that occurs regarding the tutoring service. If needed, a new tutor will be assigned within a week of the issue or complaint's.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: At the end of each month the tutor will give the parent a copy of the Monthly Attendance sheet and will also provide the parent with a progress report with student's progress. A copy can also be mailed out to each student school site.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: Our full-time staffs are responsible of scheduling and maintaining records of each tutor and their students. A phone call will be made to the family by our tutor or staffs for any canceled or rescheduled sessions. Our staffs are well training professionals with years of experience in educational services. Our proprietary database software also helps our staffs to schedule and maintain student records.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
[signature]	Erica True	9/23/15

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RL
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and !!! 1st Choice Android Smart-Phone Tutoring (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name:Ngan Trieu
Director of Categorical Programs	Title:General Manager
Marysville Joint Unified School District	Company:!!! 1st Choice Android Smart-Phone Tutoring
1919 B Street	Address: 420 N. McKinley St., #111-182
Marysville, CA 95901	City: Corona State: CA Zip: 92879
(530) 749-6160	Phone(855) 313-4388
jlarson@mjusd.com	Email: 1stchoiceASPT@gmail.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA:

Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER:

Name/Title: Ngan Trieu, General Manager

Address: 420 N. McKinley St., #111-182

City/State/Zip: Corona, CA 92879

Email: 1stchoiceASPT@gmail.com

Phone: (855) 313-4388

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: Signature General Manager Title 9/23/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: ! ! ! 1st Choice Android Smart-Phone Tutoring

Administrative Contact Person, Title, and Position: Ngan Trieu, General Manager

Address/City/Zip: 420 N. McKinley St., #111-182, Corona, CA 92879

Phone: (855) 313-4388 Fax: (951) 686-8097 E-mail: 1stchoiceASPT@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Ngan Trieu, General Manager

California Address/City/Zip: 420 N. McKinley St., #111-182, Corona, CA 92879

California Phone: (855) 313-4388 California Fax: (951) 686-8097 E-mail: 1stchoiceASPT@gmail.com

English Speaking Parent Contact Information

Name, Position: Ngan Trieu, General Manager

Address/City/Zip: 420 N. McKinley St., #111-182, Corona, CA 92879

Phone: (855) 313-4388 Fax: (951) 686-8097 E-mail: 1stchoiceASPT@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Arlet Bahena, Assistant

Address/City/Zip: 420 N. McKinley St., #111-182, Corona, CA 92879

Phone: (855) 313-4388 Fax: (951) 686-8097 E-mail: 1stchoiceASPT@gmail.com

Hmong Speaking Parent Contact Information

Name, Position:

Address/City/Zip: 420 N. McKinley St., #111-182, Corona, CA 92879

Phone: (855) 313-4388 Fax: (951) 686-8097 E-mail: 1stchoiceASPT@gmail.com

Location of Services

Select the location of SES services (check all that apply):

- ☒ Student's Home
- ☒ Central Location - Library or Community Center
- ☐ School Site
- ☒ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: Within MJUSD boundaries
Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12th

Subjects offered: English Language Arts and Math

Minimum number of students to serve in MJUSD: 3 per district

Maximum number of students to serve in MJUSD: 100

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes ☒ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- ☒ One-on-one
- ☐ Small Group
- ☐ Large Group
- ☒ Computer-assisted
- ☒ Online

Student to staff ratio: 1:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 11 hours

Number of instructional minutes per tutoring session: 60-120 minutes per tutoring session

Number of sessions a week: 1 to 5 tutoring sessions per week; parent's choice

Days of the week SES are offered: Any day(s) of the week

Describe how the student learning goals are determined: Student learning goals are determined by the pre-test assessment test student takes at the initial meeting with the tutor. Tutor and parent will come into an agreement on what student learning goals the student will work on to show academic improvement in the subject area needed.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Each tutor must go through a mandatory, comprehensive in-person or telephone interview and orientation before he/she can start tutoring. Tutors are given all the guidelines, company policies, and procedures (such as procedures for parent complaint, reporting child abuse and missing children) during the orientation. The testing and tutoring materials are also explained to each tutor before the tutoring sessions begin. Every tutor also receives continuous supports from our staff on the use of curriculum materials; supports can be accessed by phone, e-mail, or fax during our regular business hours, which are between 9:30 A.M. to 6:00 P.M., Monday through Friday.

Describe how the goals of each student are communicated to the assigned tutor: The tutor is aware of the goals of each student when the student learning plan is approved and tutor can begin tutoring the student.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): Smartphone and internet access will be provided by provider.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Our tutors will work with parents of students with disabilities to develop a tutoring program that is consistent with the student's IEP.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Bilingual tutors are available for students and parents who need primary language support. All of our office staffs are also bilingual, so we can ensure clear communications between parents and tutors.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office. We only attend SES provider fairs to market our company.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: A phone call is made to the family to confirm enrollment and a letter is mailed out to the residence if the family cannot be reached.

Describe the protocol for contacting parents for student concerns including discipline and attendance: A phone call is made to the family to inform them of the incident reported. A warning is issued if necessary. The district is made aware of the issue via phone call and email.

Describe the protocol for responding to parent complaints. A student coordinator will try to resolve any issue or complaint that occurs regarding the tutoring service. If needed, a new tutor will be assigned within a week of the issue or complaint's.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: At the end of each month the tutor will give the parent a copy of the Monthly Attendance sheet and will also provide the parent with a progress report with student's progress. A copy can also be mailed out to each student school site.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: Our full-time staffs are responsible of scheduling and maintaining records of each tutor and their students. A phone call will be made to the family by our tutor or staffs for any canceled or rescheduled sessions. Our staffs are well training professionals with years of experience in educational services. Our proprietary database software also helps our staffs to schedule and maintain student records.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
	Ngan Trieu	9/23/15

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RA
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this_____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and 1 2 3 MATH (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Irene Pinzon Santos
Director of Categorical Programs	Title: Director
Marysville Joint Unified School District	Company: 1 2 3 MATH
1919 B Street	Address: 2050 Rangeview Drive
Marysville, CA 95901	City: Glendale State: CA Zip: 91201
(530) 749-6160	Phone: 877-251-6284
jlarson@mjusd.com	Email: isantos@123math.org

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

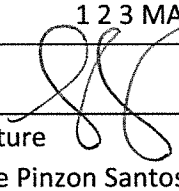
For PROVIDER: Name/Title: Irene Pinzon Santos, Director

Address: 2050 Rangeview Drive

City/State/Zip: Glendale, CA 91201

Email: isantos@123math.org

Phone: 877-251-6284

Marysville Joint Unified School District	**CONTRACTOR** 1 2 3 MATH
Ryan DiGiulio Assistant Superintendent Business Services Date	By:  Signature Irene Pinzon Santos Director Title 10/01/2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: 1 2 3 MATH

Administrative Contact Person, Title, and Position: Irene Pinzon Santos, Director, and Owner

Address/City/Zip: 2050 Rangeview Drive, Glendale, CA 91201

Phone: 877-251-6484 Fax: 877-889-6891 E-mail: isantos@123math.org

Program Monitor Contact Information

Program Monitor, Title, and Position: Irene Pinzon Santos, Director, and Owner

California Address/City/Zip: 2050 Rangeview Drive, Glendale, CA 91201

California Phone: 877-251-6284 California Fax: 877-889-6891 E-mail: isantos@123math.org

English Speaking Parent Contact Information

Name, Position: Irene Pinzon Santos, Director

Address/City/Zip: 2050 Rangeview Drive, Glendale, CA 91201

Phone: 213-445-6658 Fax: 877-889-6891 E-mail: isantos@123math.org

Spanish Speaking Parent Contact Information

Name, Position: Beverley Makhubele, Office Asssistant

Address/City/Zip: 2050 Rangeview Drive, Glendale, CA 91201

Phone: 818-233-6601 Fax: 877-889-6891 E-mail: 123math.assist@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: Irene Pinzon Santos, Director

Address/City/Zip: 2050 Rangeview Drive, Glendale, CA 91201

Phone: 877-251-6284 Fax: 877-889-6891 E-mail: isantos@123math.org

Location of Services

Select the location of SES services (check all that apply):

- ☑ Student's Home
- ☑ Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: TBD

Phone:
Fax:
E-mail:

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: Mathematics

Minimum number of students to serve in MJUSD: 4

Maximum number of students to serve in MJUSD: 20,000

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes ☑ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- ☑ One-on-one
- ☑ Small Group
- ☐ Large Group
- ☐ Computer-assisted
- ☐ Online

Student to staff ratio: 1-to-1; 5-to-1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 1hr

Number of instructional minutes per tutoring session: 60-120 min

Number of sessions a week: 1-7 a week

Days of the week SES are offered: M-F, Sat-Sun

Describe how the student learning goals are determined: At the commencement of services, one (1) hour is designated to each of our students for the administration a two-part diagnostic pre-test. The first part of the assessment involves a series of oral questions, at the conclusion of which, a written test at the grade level demonstrated by the student's oral assessment is assigned. Using the results of both the oral and written tests, together with consultations with parent(s)/guardian(s), school teacher(s), and/or counselors - and in accordance with the students IEP, state administered tests, special needs (if applicable), and in some cases, student performance in school/standardized test - we are able to identify the specific achievement goals of a student and, consequently, formalize and develop a learning plan.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): We select our instructors not just for their ability to teach Math but their talent to support, encourage and impart at each individual student's level in order to achieve optimal results while maintaining a fun and supportive educational environment. Our instructors hold or are in pursuit of the following credentials: B.A./B.S., M.S./M.Ed. B.A./B.S. in progress/credential in progress SWD, EL

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Our instructors undergo a minimum of 20 hours of training in our method of instruction through online courses which include several hours of instructional video, and over 300 pages of written instructions. This is matched by hands-on training from a qualified senior staff person. The following topics are covered in the curriculum training: review and breakdown of our proprietary curriculum, assessing students with written and oral tests, assembling a customized student program, teaching by observation and comments, and assessing "on the go". More specifically, our instructors are trained in how to talk math to students in the following topics: counting, percent, number facts, measurement, half, geometry, computation, wholes and parts, proportional thinking, money, quantity, value, data analysis, laws of mathematics, patterns, negative numbers, algebraic thinking, fraction concepts, problem solving, number theory, math vocabulary. They are also trained to keep a close eye on the student's progress and to adjust the lessons according to each student's needs. Our instructors are then trained in the following operational aspects: correctly maintaining and reporting paperwork required for verification purposes, scheduling procedures, accurately maintaining parent and tutor logs; effective parent communication; progress reporting; procedures for dealing with absenteeism, behavioral issues, lack of participation and the like. They are also trained in the company's complaint procedures and child abuse and missing children reporting procedures. Furthermore, we have three administrators acting as support staff for our instructors to answer questions, provide materials, and provide guidance.

Describe how the goals of each student are communicated to the assigned tutor: All current student information is communicated to the servicing tutor - by the director - via telephone and then summarized in an email. Student information is also updated, accordingly, on a student list and database specific to each servicing tutor. The tutors access and reference this database frequently as part of their terms of employment.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): N/A

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Our program is wide ranging, modular, and customizable; this allows us to assemble or adapt (as needed) a program that accommodates all the needs specific to our students with disabilities/of varying ability. First and foremost, we recognize that Each student is different and studies differently; our program utilizes a combination of various techniques - including visual, logical, aural, verbal and tactile - in order to meet the instructional needs of our students and promote learning. More importantly, each student's instruction is designed around his/her learning plan which takes into account the student's assessment scores and is developed in accordance with the student's Individualized Educational Program (if applicable) or 504 plan (if applicable), and in consideration of other needs or requirements specific to the student as dictated by the parent/LEA. All services are offered wherever it is most convenient for our students with disabilities/of varying ability - whether it be in their home, a local library, or any other suitable location conducive for learning where disability access might already be in place. If necessary, 1 2 3 MATH is committed hiring and training additional qualified staff to address the specific needs of any of our students.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: 1 2 3 MATH is available in English and Spanish. Instructors are hired and trained to work with English Language Learners so that they can comprehend the limited language component of our mathematics program. We also have Spanish, Russian, Tagalog, and Farsi speaking instructors and will hire and train staff, as necessary, to provide additional language support.

Attach Pre/Post Assessment to be utilized.

All assessments and checkups used in the evaluation of student proficiency are 1 2 3 MATH published and termed "1 2 3 MATH Assessments." The level and version of a test assigned to any given student will vary in accordance with the student's grade level. We use the following instruments as pre-/post-tests:

1 2 3 MATH Assessments,
Pre test/Post test # 1 version 1
Pre test/Post test # 2 version 1
Pre test/Post test # 3 version 1
Pre test/Post test # 4 version 1
Pre test/Post test # 5 version 1
Pre test/Post test # 6 version 1
Pre test/Post test # 7 version 1
Pre test/Post test # 8 version 1
Pre test/Post test # 9 version 1
Pre test/Post test # 10 version 1

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.

1 2 3 MATH follows all marketing guidelines as set forth by the LEA. As a general rule, we only distribute flyers at LEA organized provider fairs.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: When we receive a new student, we mail out a welcome letter to the parents and we call the parent to setup the initial meeting. If we do not receive a phone call back, we call two more times and document each call. After one week, we will visit the home of the parent and try to make contact. If they do not respond to our phone calls or home visits, then we will call the district to ask for updated phone numbers and repeat the entire process again.

Describe the protocol for contacting parents for student concerns including discipline and attendance: Although we have had no discipline problems to date, we reserve the right to suspend tutoring and ask the parent/guardian to retrieve the student from the tutoring location should disruptive behavior continue after repeated warnings, making it difficult for the other students to do their work.

Describe the protocol for responding to parent complaints. During the registration process, parents/guardians receive written instructions on 1 2 3 MATH policy pertaining to the filing/registering of a complaint. Parents will retain a copy of these instructions for future reference. We prefer to develop a relationship with parents where they can bring up problems verbally on an informal basis. We consider a formal, written complaint a tactic of last resort.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: Student reports, summarizing performance, progress, and attendance will be mailed to the appropriate school in accordance with any timetable provided by the school or otherwise at the mid and final hour. Tutors will communicate student daily progress – at the conclusion of each session - with the parent and summarize session details in writing on the Tutor Log. Written and verbal quizzes/assessments are administered to the student, periodically, throughout enrollment. Progress reports outlining student performance – generally and on quizzes - are provided on a monthly basis. At the conclusion of services, a final report will be provided to parent(s)/guardian(s) outlining student progress, performance, and attendance.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: At the time of registration, parents are asked to provide all up-to-date contact information including home, mobile and work numbers, e-mail address, as well as any emergency contact information. Our instructors are trained to communicate with parent(s)/guardians on a weekly basis. If attendance issues arise, instructors will attempt to contact the parent(s)/guardian(s) - at one or more of the contact options on file - in order ascertain the reason for the absence and attempt to resolve those issues by scheduling a more convenient time. If the tutor is unsuccessful in reaching the parent/guardian and after two unexcused absence, the tutor will notify the program administrators, one of whom will attempt to contact the parent in order to help find a solution. If neither the tutor nor program administrator is successful in re-establishing contact with the student family, the matter will be escalated and the district will be notified.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
	Irene Pinzon Santos	10/01/2015

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RL
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and 1 to 1 Study Buddy Tutoring, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Duane Fjelstad
Director of Categorical Programs	Title: President
Marysville Joint Unified School District	Company: 1 to 1 Study Buddy Tutoring Inc.
1919 B Street	Address: 357 N. Sheridan St. #133
Marysville, CA 95901	City: Corona State: CA Zip: 92880
(530) 749-6160	Phone: 951-273-0344
jlarson@mjusd.com	Email: duane@1to1studybuddy.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Duane Fjelstad / President

Address: 357 N. Sheridan St. #133

City/State/Zip: Corona CA 92880

Email: duane@hoistudybuddy.com

Phone: (951) 273-0344

Marysville Joint Unified School District	**CONTRACTOR**
_____ Ryan DiGiulio Assistant Superintendent Business Services _____ Date	By Duane Fjelstad Signature President Title 9/28/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: 1 to 1 Study Buddy Tutoring, Inc.

Administrative Contact Person, Title, and Position: Duane Fjelstad/ President

Address/City/Zip: 357 N Sheridan St. #133 Corona CA 92880

Phone: 951-273-0344 Fax: 951-273-0326 E-mail: duane@1to1studybuddy.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Duane Fjelstad /President

California Address/City/Zip: 357 N Sheridan St. #133 Corona CA 92880

California Phone: 951-273-0344 California Fax: 951-273-0326 E-mail: duane@1to1studybuddy.com

English Speaking Parent Contact Information

Name, Position: David Gomez

Address/City/Zip: 357 N Sheridan St. #133 Corona CA 92880

Phone: 951-273-0344 Fax: 951-273-0326 E-mail: duane@1to1studybuddy.com

Spanish Speaking Parent Contact Information

Name, Position: David Gomez

Address/City/Zip: 357 N Sheridan St. #133 Corona CA 92880

Phone: 951-273-0344 Fax: 951-273-0326 E-mail: duane@1to1studybuddy.com

Hmong Speaking Parent Contact Information

Name, Position: N/A

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

- ☐ Student's Home
- ☐ Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).
Yuba County Library
Address/City/Zip: 303 Second St, Marysville, CA 95901
Phone: (530) 749-7380
Fax: N/A
E-mail: N/A

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: Language Arts, Reading, Math

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 2,000

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):
☐ One-on-one
☐ Small Group
☐ Large Group
☐ Computer-assisted
☐ Online

Student to staff ratio: 1:1 or 3:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 11hours

Number of instructional minutes per tutoring session: **60-120**

Number of sessions a week: **2-3**

Days of the week SES are offered: **Monday- Sunday**

Describe how the student learning goals are determined:
Students are assessed and learning objectives are determined by the lowest achieving areas and also parent input.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): AA/BA/Teaching Credential

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students:
Each tutor receives the "Tutoring" publication by Keith Topping and published by the International Academy of Education. This publication covers ten (10) research - based Principles for effective tutoring. The Principles are of three types:

1. **General principles of how to tutor.**
2. **Principles of how to tutor reading, writing and mathematics.**
3. **Principles of how to organize tutoring.**

We review this publication with each tutor via an online training session that takes a minimum of 1.5 hours. Each tutor then reviews this publication and signs a certification that they have reviewed the information. This certification is kept in the tutor's record. We provide ongoing support to our tutors via regular communication with our placement coordinators. Scheduled follow up calls are made and we update our tutors on any parent concerns or schedule changes Quarterly newsletters are sent out with tips on improving tutoring.

Describe how the goals of each student are communicated to the assigned tutor:
The tutor is given a copy of the student goals and the requirements for that student to meet achievement goals.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.):
Tutor brings tutoring material to each tutoring session nothing is needed from the student.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:
For students with an IEP, our tutors will follow the IEP. We provide a tutor with a special education background when requested or required. When requested, our tutor will attend the student's IEP meeting.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided:
We will provide a bilingual tutor (Spanish) for English Learners. We provide materials for English learners that are aligned with the state's ELD standards. SDAIE strategies will be used ot make grade level content standards comprehensible.

Attach Pre/Post Assessment to be utilized.
Attached

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
If a provider fair is scheduled we attend and provide our company information. We hand out Company Brochures door to door and word of mouth.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:
An initial phone call is made to schedule an in-person meeting. We provide an initial assessment, the tutor is then assigned and a tutoring schedule developed that best works for the parent and student.

Describe the protocol for contacting parents for student concerns including discipline and attendance:
A parent phone call is made by the SES coordinator to the parent if there is an issue the tutor finds (after speaking with parents) that there are problems with discipline. If the student misses appointments, our staff calls the parent to determine if a change in schedule is appropriate. If warranted, our staff will ask district staff for advice on how to proceed. Parent contact will be made and the SES coordinator will work with parents to determine the best schedule to meet the student's needs.

Describe the protocol for responding to parent complaints.
Parents are given our Complaint Procedure Form along with our introduction letter. Parent is always urged to call the local Coordinator to address any issues or complaints. If problem persist parent needs to fill out complaint form and direct it to main office. Parent will be contacted and problem will be resolved in the best way possible.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
Tutors give a verbal update to the parent at the end of each session, the tutor completes a written summary on attendance sheets of progress and additional needs and discusses with the parent a monthly progress report and we provide a final assessment. Monthly reports are sent to the district.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
Parents are called 24-4 hours prior to a tutoring session being cancelled or rescheduled. The appointment to be rescheduled within that week.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Duane Fjelstad

Provider Signature (Blue Ink)

Duane Fjelstad

Provider Printed Name (Blue Ink)

9/28/15

Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RL
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and A+ Education Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Jennifer Valdez
Director of Categorical Programs	Title: Director
Marysville Joint Unified School District	Company: A+ Educational Centers
1919 B Street	Address:
Marysville, CA 95901	City:
(530) 749-6160	Phone:
jlarson@mjusd.com	Email:

A+ Educational Centers
To get an A+ come study with us!
www.aplus4u.com 310-457-7657
29752 Baden Place, Malibu, CA 90265
jennie@aplus4u.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

Provider Rate: $40 per hr / per student.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA:

Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER:

Name/Title: Jennifer Valdez Director

Address: _____

City/State/Zip: _____

Email: Jennifer@aplus4u.com

Phone: _____

A+ Educational Centers
To get an A+ come study with us!
www.aplus4u.com 310-457-7657
29752 Baden Place, Malibu, CA 90265

Marysville Joint Unified School District	**CONTRACTOR** A+ Educational Center
_____ Ryan DiGiulio Assistant Superintendent Business Services _____ Date	By: _____ Signature _____ Title 9/25/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: A + Educational Centers

Administrative Contact Person, Title, and Position: Jennifer Valdman/ Director

Address/City/Zip: 29752 Baden Place, Malibu, CA 90265

Phone: (800)700-2758 for Parents; (310)457-7657 for District Fax: (310) 457-7623

E-mail: jennifer@aplus4u.com

Program Monitor Contact Information

Program Monitor, Title, and Position: SAME AS ABOVE

California Address/City/Zip:

California Phone: California Fax: E-mail:

English Speaking Parent Contact Information

Name, Position: SAME AS ABOVE

Address/City/Zip:

Phone: Fax: E-mail:

Spanish Speaking Parent Contact Information

Name, Position: SAME AS ABOVE

Address/City/Zip:

Phone: Fax: E-mail:

Hmong Speaking Parent Contact Information

Name, Position: SAME AS ABOVE

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

- X Student's Home
- X Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: Any library within the Marysville JUSD boundaries.

Phone:
Fax:
E-mail:

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: Language Arts, Math, Science

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: No maximum

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes X No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

X One-on-one
X Small Group
☐ Large Group
☐ Computer-assisted
☐ Online

Student to staff ratio: 1 to 1 tutoring, small group instruction (1:5)

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: PPA/80

Number of instructional minutes per tutoring session: up to 120 minutes

Number of sessions a week: Up to 3 sessions

Days of the week SES are offered: 7 days a week; By appointment

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Describe how the student learning goals are determined: We administer the **A+ Language/Math/Science Pre/Post Test and create SLP goals based on weaknesses found.**

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): BA/BS and lots of training

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Specifically the content of staff training includes 6 Modules which are supported by Master Tutors through modeling, observation, discussion, and evaluation. All materials are provided for staff for training. Modules include: 1) Review of all CA Standards; 2) Application of our program as it relates to the standards; 3) Practice of assessment techniques and of writing individualized goals to pin-point strengths and weaknesses; 4) Mastery of materials/teaching techniques to facilitate instruction based on goals; 5) Evaluation through pre-post test improvement data and parent/student/teacher feedback; 6) Growth through self-study, observation, weekly in-service, Monthly Center Training, and Quarterly Corporate training.

Describe how the goals of each student are communicated to the assigned tutor: Tutor discusses goals with parents and follows the SLP.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): No special access needed.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: We work with children with learning disabilities (504 or IEP plans) as well as gifted students. Our approach of 1-on-1 and small group instruction is uniquely suited to enable us to follow each Special Ed. student's IEP. Our staff is trained to work with SWD students and to make accommodations, as needed. While we cannot guarantee that we will be able to accommodate every conceivable type of disability, every reasonable effort will be made to provide quality services to Special Education students.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Our staff is trained to work with ELL students. We have teachers and administrators who are fluent in Spanish, Russian, Armenian, Farsi, Chinese and other languages. While this is helpful in parent communication and some language support to students, the actual instruction at our centers will be conducted in English, as we believe that English language immersion is of great benefit to English learners.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
We distribute fliers at parent fairs.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: Phone calls and letters are utilized.

Describe the protocol for contacting parents for student concerns including discipline and attendance: If the student fails to attend 2 or more consecutive regular and/or make-up sessions without a reasonable justification, we notify the District and may drop the student from our program, at our discretion. In addition to phone calls, we send Non-Starter/Non-Completed/Final Notice letters to parents and may visit homes if student never starts or drops out.

Describe the protocol for responding to parent complaints.
The family is contacted right away to resolve the complaint.

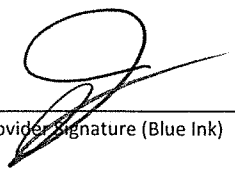
Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: Through the mail.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: Phone calls are utilized.

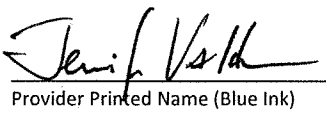
Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.



Provider Signature (Blue Ink)



Provider Printed Name (Blue Ink)

9/25/2015
Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online
☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RA
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Above & Beyond Learning, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Chad Brammer
Director of Categorical Programs	Title: Director
Marysville Joint Unified School District	Company: Above & Beyond Learning, Inc.
1919 B Street	Address: 8900 SW 117 Ave C-103
Marysville, CA 95901	City: Miami State: FL Zip: 33186
(530) 749-6160	Phone: 844-618-7493
jlarson@mjusd.com	Email: cbrammerABL@gmail.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
    1) CONTRACTOR is NOT to transport students.
    2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Chad Brammer, Director

Address: 8900 SW 117 Ave C-103

City/State/Zip: Miami, FL 33186

Email: cbrammerABL@gmail.com

Phone: 844-618-7493

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: _____ Signature Director Title 9/25/2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Above & Beyond Learning, Inc.

Administrative Contact Person, Title, and Position: Chad Brammer, Director

Address/City/Zip: 8900 SW 117 Ave C-103, Miami, FL 33186

Phone: 844-618-7493 Fax: 305-273-8993 E-mail: cbrammerABL@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Kristi Lopez, Program Manager

California Address/City/Zip: 1620 Miekle Ave #330, Woodland CA 95776

California Phone: 530-383-7856 California Fax: 305-273-8993 E-mail: klopezABL@gmail.com

English Speaking Parent Contact Information

Name, Position: Kristi Lopez, Program Manager

Address/City/Zip: 1620 Miekle Ave #330, Woodland CA 95776

Phone: 530-383-7856 Fax: 305-273-8993 E-mail: klopezABL@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Catherine Melo, Administrative Assistant

Address/City/Zip: 8900 SW 117 Ave C-103, Miami, FL 33186

Phone: 844-618-7493 Fax: 305-273-8993 E-mail: cmeloABL@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: Xee Her/Parent Liaison

Address/City/Zip: 8900 SW 117 Ave C-103, Miami, FL 33186

Phone: 916-215-2638 Fax: 305-273-8993 E-mail: herxee@yahoo.com

Location of Services

Select the location of SES services (check all that apply):

- ☒ Student's Home
- ☒ Central Location - Library or Community Center
- ☒ School Site
- ☐ Online with Live Tutoring Assistance
- ☒ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: Yuba County Library
303 Second Street
Marysville, CA 95901
Phone: 530-749-7380
Fax:
E-mail:

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

- Cedar Lane Elementary
- Johnson Park Elementary
- Linda Elementary
- Olivehurst Elementary

Program Specifics

Grade levels to be served: K-12

Subjects offered: Reading/ELA and Mathematics

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 800

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes ☒ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

☒ One-on-one
☒ Small Group
☒ Large Group
☐ Computer-assisted
☒ Online

Student to staff ratio: Individual (1:1), Small Group (2-5:1), Large Group (6-10:1) or Online (without live tutor).

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 19 Hours

Number of instructional minutes per tutoring session: 60 – 120 Minutes during Monday – Friday sessions and 60 - 180 Minutes during Saturday – Sunday sessions.

Number of sessions a week: 2-3 Sessions per week

Days of the week SES are offered: Monday – Sunday

Describe how the student learning goals are determined:
The provider uses built in assessments from Triumph Learning, applicable district data, teacher and parental feedback in order to create the student learning goals. The provider identifies the needs, skills and knowledge gaps of each student in order to formulate the most effective goals for each student. Using student performance data provided by the district, teacher feedback, the raw pre-assessment data, and related student grade level curriculum, our experienced staff begins developing the achievement goals by analyzing the common weaknesses found in all data strands and creating effective, measurable and achievable goals. Results are discussed with parents of the individual student along with the prescribed goals and adjustments are made based on their feedback before finalizing these goals.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other):
Tutors must have a minimum of 60 college credits completed at the time services begin. Preference is given to individuals with CCTC teaching credentials.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students:
Tutor training includes topics such as using the Triumph Learning curriculum and assessment books, monitoring student progress, code of ethics, effective strategies for teaching reading, effective strategies for teaching math, differentiated instruction, how to manage behavior effectively, working with students with special needs and compliance with applicable federal, state and local health, safety and civil rights laws. Tutors working with specific population of students (special education and/or English language learners) receive training in guided introduction, guided practice and independent practice in working with these students as it is the goal of the provider to provide a comprehensive tutoring program to meet the needs of all students. All training activities are conducted in a classroom setting and instruction is conducted by certified teachers with years of experience. The facilitator also reviews district procedures and policies such as confidentiality, student record keeping, emergency contact forms, communication with classroom teachers and parents, as well as health and safety plans. Staff must sign a statement saying they understand and will abide by the company and district policies and procedures.

Describe how the goals of each student are communicated to the assigned tutor:
Once approved by the district, the completed student learning plan is disseminated to the parent, tutor, lead tutor and school administration. Student learning plans are kept in our offices and in each student folder at the relevant tutoring site. For in home students, all tutors must have access to the student learning plan at all times. As the student commences tutoring, plans are updated with the results of testing and progress assessments as students attain or miss learning objectives.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.):
Students who sign up for our online program will need access to computer or tablet with internet access to complete their tutoring hours. Should the student not have access to this equipment, it will be provided for them for the duration of the program. Students who sign up for our book-based program do not need any additional equipment to access tutoring as all materials will be provided during the sessions.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:
Above & Beyond Learning Inc. is approved to provide supplemental services to special education students. We teach each student at his/her current level of ability and provide all accommodations reflected in his/her IEP. Parental permission is obtained to review each IEP and incorporate those goals into the goals and strategies of each SLP that we develop. Parental consultation and input is a key to this development. Every effort is made to pair SWDs with a specialized staff member and each tutor is thoroughly trained to accommodate and regularly assess and evolve student instruction to continually meet the needs of each child and provide effective instruction.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided:
Above & Beyond Learning Inc. is approved to provide services to English Language Learners. All provider brochures and informational literature is printed in English and Spanish. EL students are paired with bilingual staff members who can not only deliver instruction but maintain open lines of communication with parents and the student's school. Every session includes activities that are multi-sensory and take into consideration learning styles. Materials used are consistent with each student's EL level.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
Above & Beyond Learning Inc. utilizes a variety of marketing strategies to promote our program and inform eligible parents of the services available to them. We have literature (available in English and Spanish) to provide families with information about our programs and services. Staff members attend all school/district provider fairs and when possible, develop partnerships in local communities in order to attend community events and lead a community campaign to reach parents who may not regularly attend school events.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:
Once we receive new student information, the family is contacted via phone within 48 hours to schedule an initial consultation/pre-assessment session and to discuss program preferences. If we are unable to make phone contact with the family, a detailed letter is mailed home, notifying parents of their enrollment in our program and asking that they contact us immediately. If necessary, program staff with make a home visit to the address provided to make contact with the family. If these three attempt modes fail, we will request alternate/updated contact information from the student's school or school district.

Describe the protocol for contacting parents for student concerns including discipline and attendance:

If a student misses more than one consecutive session, the tutor will place a phone call to the parents to ensure that they are aware of the absence and to ensure that the tutoring schedule still works for the family. If repeated absences occur, the school will be notified so that a joint effort can be made to ensure that the student received services. If parent does not respond to multiple attempts and is no longer willing to receive services, the School District will be notified so that the necessary action can be taken on that level. Student behavioral issues are to immediately be reported by the tutor to the Program Manager. Our Student Discipline Procedures are followed and communication is made with the parent. Should behavioral issues continue and conference is requested with the parent to address the concerns. If a remedy is unable to be reached, we will communicate with the student's school/district for intervention.

Describe the protocol for responding to parent complaints.
Prior to the start of services, parents are notified of our Complaint Procedures. Should a complaint need to be filed, parents have the contact information of the local Program Manager as well as our corporate office. He/she is provided with a complaint form and every effort is made to address the parent complaint in a manner that is appropriate to all parties involved.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
Monthly progress reports are provided for all students. The progress report is printed in triplicate thus providing a copy for the parent, one for the student file and one for the student's classroom teacher. The form has the space for each goal being addressed along with the activities used to master that goal. Each progress report is disseminated to parents via email and traditional mail once every month. In home tutors are required to secure a progress report receipt form that demonstrates the dissemination of the progress report to the parent on a monthly basis, this document is stored by the organization in an effort to maintain a strict standard of compliance. A similar procedure is applied for onsite tutoring. All parents must report to the school on the final tutoring session of each month to receive and sign the progress report receipt form. For all parents who are unable to attend the final session of the month we mail both the progress report and receipt form along with a pre stamped and addressed envelope to ensure proper return. Onsite staff meet with a school principal or designated site coordinator to share the student files and progress being made towards meeting state standards as well as provide monthly progress reports for the teachers.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
Should a scheduled session need to be canceled, the parent, student and school (when necessary) are contacted via phone with as much advance notice as possible to ensure that all parties are aware of the cancellation. If the tutor or program staff are unable to reach the parent or student, a staff member will report to the session location to ensure student safety.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Chad Brammer Provider Printed Name (Blue Ink)	9/25/2015 Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RG
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Club Z! In-Home Tutoring Services, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: John Fahey
Director of Categorical Programs	Title: Area Director
Marysville Joint Unified School District	Company: Club Z! In-Home Tutoring Services, Inc.
1919 B Street	Address: 5E. College Dr. Ste. 120
Marysville, CA 95901	City: ~~Arlington Heights~~ State: IL Zip: 60004
(530) 749-6160	Phone: 209-827-3237
jlarson@mjusd.com	Email: john-fahey@clubztutoring.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: John Fahey, Area Director

Address: 5 E. College Dr. Ste. 120

City/State/Zip: Arlington Heights, IL 60004

Email: johnfahey@club2tutoring.com

Phone: 209-827-3237

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: Cari Diem Signature President Title 9/22/2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT



Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Club Z! In-Home Tutoring Services, Inc.

Administrative Contact Person, Title, and Position: John Fahey, Area Director

Address/City/Zip: 5 E. College Dr. Ste. 120, Arlington Heights, IL 60004

Phone: 209-827-3237 Fax: 847-483-9941 E-mail: johnfahey@clubztutoring.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Lynn Abbiati, Area Manager

California Address/City/Zip: P.O. Box 5619, Chico, CA 95927-5619

California Phone: 530-520-1513 California Fax: N/A E-mail: lynnaclubz@gmail.com

English Speaking Parent Contact Information

Name, Position: John Fahey, Area Director

Address/City/Zip: 5 E. College Dr. Ste. 120, Arlington Heights, IL 60004

Phone: 209-827-3237 Fax: 847-483-9941 E-mail: johnfahey@clubztutoring.com

Spanish Speaking Parent Contact Information

Name, Position: John Fahey, Area Director

Address/City/Zip: 5 E. College Dr. Ste. 120, Arlington Heights, IL 60004

Phone: 209-827-3237 Fax: 847-483-9941 E-mail: johnfahey@clubztutoring.com

Hmong Speaking Parent Contact Information

Name, Position: John Fahey, Area Director

Address/City/Zip: 5 E. College Dr. Ste. 120, Arlington Heights, IL 60004

Phone: 209-827-3237 Fax: 847-483-9941 E-mail: johnfahey@clubztutoring.com

Location of Services

Select the location of SES services (check all that apply):

X Student's Home
X Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: Any local library convenient for students' families.

Phone: N/A
Fax: N/A
E-mail: N/A

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: Mathematics and Reading/ELA

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 5,000

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes X No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

X One-on-one
☐ Small Group
☐ Large Group
☐ Computer-assisted
☐ Online

Student to staff ratio: 1:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 15.0

Number of instructional minutes per tutoring session: 60-120 min

Number of sessions a week: 1-3 sessions

Days of the week SES are offered: Any day of the week, any time outside school hours.

Describe how the student learning goals are determined: Based on pre-test results and parent/district consultation if applicable.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): We hire only Certified Teachers and degreed professionals with previous classroom or tutoring experience.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Tutors receive initial training of 1-2 hours prior to the start of the program, as well as ongoing training each week, as needed.

Describe how the goals of each student are communicated to the assigned tutor: Each tutor receives their students' SLP's, which list the goals for the program.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): None

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: We consult with parents and district personnel and obtain the student's IEP prior to developing a tutoring plan.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: We hire tutors who speak their student's native language and can tutor and provide written and verbal communication with the family in that language.

Attach Pre/Post Assessment to be utilized. We use Pearson GMade and GRade Assessments.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
We do not currently market our program. A parent information flyer is attached.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: We contact parents by phone within one business day of receipt to determine subject, availability and location of services to best pair the student with a tutor. We then have the tutor contact the parents within two business days to schedule testing.

Describe the protocol for contacting parents for student concerns including discipline and attendance: We call parents after one incident and issue a verbal warning to remind them of our policy regarding such issues. After a second occurrence we issue a verbal and a written warning detailing what will happen if a similar incident again occurs. Upon the third occurrence we request withdrawal of the student from the program.

Describe the protocol for responding to parent complaints: We seek to resolve complaints immediately by addressing the issue within one business day, but almost always much sooner than that. We respond via phone call within two business days to update the parent regarding the issue.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: We hand deliver the Monthly Progress Reports to parents and send them to the school via email or US mail.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: We try our hardest never to have this issue, but in the event we simply cannot keep a scheduled session we have phone numbers and email addresses on file and use all available means of contact to let the parents know of any schedule changes with as much advance notice as possible.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
Cari Diaz	Cari Diaz	9/29/2015

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Datamatics,Inc. dba Achieve HighPoints (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Tricia Gaffney
Director of Categorical Programs	Title: VP Western Region
Marysville Joint Unified School District	Company: Datamatics,Inc. dba Achieve HighPoints
1919 B Street	Address: 4375 River Green Pkwy Ste 200
Marysville, CA 95901	City: Duluth State: GA Zip: 30096
(530) 749-6160	Phone: (888)286-5086
jlarson@mjusd.com	Email: triciag@achieveses.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
    1) CONTRACTOR is NOT to transport students.
    2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA:

Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER:

Name/Title: Tricia Gaffney, VP Western Region

Address: 4375 River Green Pkwy Ste 200

City/State/Zip: Duluth, GA 30096

Email: triciag@achieveses.com

Phone: (888)286-5086

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: Tricia Gaffney Signature Tricia Gaffney VP Western Region Title 10/01/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Datamatics, Inc. dba Achieve HighPoints

Administrative Contact Person, Title, and Position: Tricia Gaffney, VP Western Region

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, GA 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: triciag@achieveses.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Tricia Gaffney, VP Western Region

California Address/City/Zip: 41121 Camino Del Vino, Temecula, CA 92592

California Phone: 951-587-7352 California Fax: 888-840-6578 E-mail: triciag@achieveses.com

English Speaking Parent Contact Information

Name, Position: Tricia Gaffney, VP Western Region

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, Ga 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: triciag@achieveses.com

Spanish Speaking Parent Contact Information

Name, Position: Patricia Garcia, Administrative Assistant

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, Ga 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: patriciag@achieveses.com

Hmong Speaking Parent Contact Information

Name, Position: Patricia Garcia, Administration Assistant

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, Ga 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: patriciag@achieveses.com

Location of Services

Select the location of SES services (check all that apply):

X Student's Home
☐ Central Location - Library or Community Center
☐ School Site
☐ Online with Live Tutoring Assistance
☐ Online with Internet Required
☐ Computer-based without Internet
xOther: Online with internet provided

Central Location n/a

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip:

Phone:
Fax:
E-mail:

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: 2-12

Subjects offered: Math

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 10,000

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☒ Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):
☒ One-on-one
☐ Small Group
☐ Large Group
☐ Computer-assisted
☒Online

Student to staff ratio: 1:1 online instruction

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 11.17 hours

Number of instructional minutes per tutoring session: 60 minutes

Number of sessions a week: 3-4

Days of the week SES are offered: 7 days a week

Describe how the student learning goals are determined:
The goals of each student are determined in a collaborative manner. The Stanford Math Assessment pre-test, teacher and parent input combine to create the individual student SLP.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other):
4 year college degree

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students:
Our Area Managers are prepared and qualified to provide support services to students in the content area of math. Our staff receive over 8 hours of in person training and over 30 hours of meeting/conference call training and support in the areas of overview of SES, Administrative Requirements of SES, Individual District Requirements for ISLP's, progress reports, attendance forms and year end progress final reports. They also receive training in Teaching Mathematics and Monitoring results, student progress and evaluation. In addition they receive training in SES ethics, child abuse/missing children, confidentiality and CDE Compliance training.

Describe how the goals of each student are communicated to the assigned tutor:
We are an online tutoring company and the goals that were determined collaboratively determine what level the student will tutor at in our program.

List requirements for students to access your SES program -
We include all equipment necessary (computer access, internet connection, phone lines, etc.): There are no requirements for the student to provide. We provide a wi-fi enabled tablet and charger for the student to use for their tutoring.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:
We use teaching strategies to aid students with Disabilities that teach new concepts in context and use visual aids to help students understand instruction. We will model how to do specific skills and procedures. We will show students step-by-step recordings for solving a multi- step problem so students can review and access at any time for help. We offer a glossary of Mathematical terms that students can reference at any time to bridge the gap of vocabulary challenges.

We will work with parents, schoolteachers and Districts to make sure all students with Disabilities are progressing towards goals. If a student is not progressing we will add remedial lessons and develop goals that will get them on track towards success

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: All of our parent communication, student learning plans, and progress reports provided in Spanish and English. 80% of our area managers are bilingual as well as the parent coaches who build the relationship with the parents and students. Even though our program is in English, We have bi-lingual tutors who can help the students in Spanish, Russian, Hmong Armenian and Arabic.

We use strategies that will teach new concepts in context and use visual aids to help students understand instruction. We will model how to do specific skills and procedures. We will show students step-by-step recordings for solving a multi- step problem so students can review at any time for help. We offer bilingual support and translations for bridging the gap of Mathematical terms and vocabulary.

We offer communication support in English, Spanish, Russian, Hmong and Arabic to parents and students via phone, e-mail and mail. Parents can call our toll free number 888-286-5086 for bilingual support M-F 8am-7pm. If any other language needs are needed we will make any necessary accommodations to support the parent in their home language.

Attach Pre/Post Assessment to be utilized- Stanford Math Assessment- see attached

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
We will be attending any district fairs to talk about our program and we may market within the community and will follow all district and state rules.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:
We mail a welcome letter within 3 days of receiving student list, call parents within 5 days to schedule an assessment.

Describe the protocol for contacting parents for student concerns including discipline and attendance:
Random calls will be done for monitoring purposes and it is guaranteed that each student will receive at least one monitoring call. Parents are provided with toll free phone number and local manager's number should they need to contact us. Achieve HighPoints students are provided with a tutoring schedule and our local managers will monitor their attendance on a weekly basis. To remedy non-attendance we contact parents immediately to encourage participation. If unable to reach parents via phone we will do home visits and make every effort to re-engage our students including letters, phone calls and home visits.

Describe the protocol for responding to parent complaints.

We provide a parent complaint form at the initial parent consultation. We explain to them how to fill out the form and submit it to us. We also have a toll free number 888-286-5086 for parents to call if they have any questions or concerns.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: Monthly Progress Reports are sent after the 5th of the month to both the parent and district. In addition, the parents and districts will have a login and unique password to monitor their student at any time of the day.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: SES sessions are online and will not be cancelled or rescheduled.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
Tricia Gaffney	Tricia Gaffney	10/1/15

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RL
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Datamatics,Inc. dba Achieve Reading (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Tricia Gaffney
Director of Categorical Programs	Title: Director
Marysville Joint Unified School District	Company: Datamatics,Inc. dba Achieve Reading
1919 B Street	Address: 4375 River Green Pkwy Ste 200
Marysville, CA 95901	City: Duluth State: GA Zip: 30096
(530) 749-6160	Phone: (888)286-5086
jlarson@mjusd.com	Email: triciag@achieveses.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

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[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Tricia Gaffney, Director

Address: 4375 River Green Pkwy Ste 200

City/State/Zip: Duluth, GA 30096

Email: triciag@achieveses.com

Phone: (888)286-5086

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: Tricia Gaffney Signature Tricia Gaffney Director Title 10/01/15 Date

All signatures must be in blue ink.

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Datamatics, Inc. dba Achieve Reading

Administrative Contact Person, Title, and Position: Tricia Gaffney, Program Director

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, GA 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: triciag@achieveses.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Tricia Gaffney, Program Director

California Address/City/Zip: 41121 Camino Del Vino, Temecula, CA 92592

California Phone: 951-587-7352 California Fax: 888-840-6578 E-mail: triciag@achieveses.com

English Speaking Parent Contact Information

Name, Position: Tricia Gaffney, Program Director

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, Ga 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: triciag@achieveses.com

Spanish Speaking Parent Contact Information

Name, Position: Patricia Garcia, Administrative Assistant

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, Ga 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: patriciag@achieveses.com

Hmong Speaking Parent Contact Information

Name, Position: Patricia Garcia, Administration Assistant

Address/City/Zip: 4375 River Green Pkwy, Ste 200, Duluth, Ga 30096

Phone: 888-286-5086 Fax: 888-840-6578 E-mail: patriciag@achieveses.com

Location of Services

Select the location of SES services (check all that apply):

X Student's Home
☐ Central Location - Library or Community Center
☐ School Site
☐ Online with Live Tutoring Assistance
☐ Online with Internet Required
☐ Computer-based without Internet
xOther: Online with internet provided

Central Location n/a
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip:

Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: 2-12

Subjects offered: Language Arts and Math

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 10,000

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☒ Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):
☒ One-on-one
☐ Small Group
☐ Large Group
☐ Computer-assisted
☒Online

Student to staff ratio: 1:1 online instruction

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 11.17 hours

Number of instructional minutes per tutoring session: 60 minutes

Number of sessions a week: 3-4

Days of the week SES are offered: 7 days a week

Describe how the student learning goals are determined:
The goals of each student are determined in a collaborative manner. The Stanford Math Assessment or Study Island Assessment pre-test, teacher and parent input combine to create the individual student SLP.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other):
4 year college degree

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students:
Our Area Managers are prepared and qualified to provide support services to students in the content area of math. Our staff receive over 8 hours of in person training and over 30 hours of meeting/conference call training and support in the areas of overview of SES, Administrative Requirements of SES, Individual District Requirements for ISLP's, progress reports, attendance forms and year end progress final reports. They also receive training in Teaching Language Arts, Mathematics and monitoring results, student progress and evaluation. In addition they receive training in SES ethics, child abuse/missing children, confidentiality and CDE Compliance training.

Describe how the goals of each student are communicated to the assigned tutor:
We are an online tutoring company and the goals that were determined collaboratively (teacher , assessment, and parent input) determine what level the student will tutor at in our program.

List requirements for students to access your SES program -
We include all equipment necessary (computer access, internet connection, phone lines, etc.): There are no requirements for the student to provide. We provide a wi-fi enabled tablet and charger for the student to use for their tutoring.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:
We use teaching strategies to aid students with Disabilities that teach new concepts in context and use visual aids to help students understand instruction. We will model how to do specific skills and procedures. We will show students step-by-step recordings for solving a multi- step problem so students can review and access at any time for help. We offer a glossary of Mathematical terms that students can reference at any time to bridge the gap of vocabulary challenges.

We will work with parents, schoolteachers and Districts to make sure all students with Disabilities are progressing towards goals. If a student is not progressing we will add remedial lessons and develop goals that will get them on track towards success

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: All of our parent communication, student learning plans, and progress reports provided in Spanish and English. 80% of our area managers are bilingual as well as the parent coaches who build the relationship with the parents and students. Even though our program is in English, We have bi-lingual tutors who can help the students in Spanish, Russian, Hmong Armenian and Arabic.

We use strategies that will teach new concepts in context and use visual aids to help students understand instruction. We will model how to do specific skills and procedures. We will show students step-by-step recordings for solving a multi- step problem so students can review at any time for help. We offer bilingual support and translations for bridging the gap of Mathematical terms and vocabulary.

We offer communication support in English, Spanish, Russian, Hmong and Arabic to parents and students via phone, e-mail and mail. Parents can call our toll free number 888-286-5086 for bilingual support M-F 8am-7pm. If any other language needs are needed we will make any necessary accommodations to support the parent in their home language.

Attach Pre/Post Assessment to be utilized- Stanford Math Assessment and Study Island Assessments- see attached

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office. We will be attending any district fairs to talk about our program and we may market within the community and will follow all district and state rules.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:
We mail a welcome letter within 3 days of receiving student list, call parents within 5 days to schedule an assessment.

Describe the protocol for contacting parents for student concerns including discipline and attendance:
Random calls will be done for monitoring purposes and it is guaranteed that each student will receive at least one monitoring call. Parents are provided with toll free phone number and local manager's number should they need to contact us. Achieve Reading students are provided with a tutoring schedule and our local managers will monitor their attendance on a weekly basis. To remedy non-attendance we contact parents immediately to encourage participation. If unable to reach parents via phone we will do home visits and make every effort to re-engage our students including letters, phone calls and home visits.

Describe the protocol for responding to parent complaints.
We provide a parent complaint form at the initial parent consultation. We explain to them how to fill out the form and submit it to us. We also have a toll free number 888-286-5086 for parents to call if they have any questions or concerns.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
Monthly Progress Reports are sent after the 5th of the month to both the parent and district. In addition, the parents and districts will have a login and unique password to monitor their student at any time of the day.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
SES sessions are online and will not be cancelled or rescheduled.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Tricia Gaffney
Provider Signature (Blue Ink)

Tricia Gaffney
Provider Printed Name (Blue Ink)

10/1/15
Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this_____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and EduPlus LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Bindiya Chaudhry
Director of Categorical Programs	Title: CEO
Marysville Joint Unified School District	Company: EduPlus LLC
1919 B Street	Address:
Marysville, CA 95901	City: Los Angeles State: CA Zip: 90036
(530) 749-6160	Phone: 707-706-0026
jlarson@mjusd.com	Email: bindiyac@eduplusllc.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD.**

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Lee Robey/ Regional Manager(N)

Address: 5042 Wilshire Blvd #23462

City/State/Zip: Los Angeles CA 90036

Email: bindiyac@eduplusllc.com

Phone: 707-706-0026

Marysville Joint Unified School District	CONTRACTOR
Ryan DiGiulio Assistant Superintendent Business Services Date	By: Signature Regional Manager(N) Title 10/1/2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: EduPlus LLC

Administrative Contact Person, Title, and Position: Bindiya Chaudhry/ CEO

Address/City/Zip: 5042 Wilshire Blvd #23462 Los Angeles CA 90036

Phone: (707)-706-0026 Fax:(213) 402-6388 E-mail: bindiyac@eduplusllc.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Lee Robey/Regional Manager(N)

California Address/City/Zip: 5042 Wilshire Blvd #23462 Los Angeles CA 90036

California Phone: 530-710-2051 California Fax: (213) 402-6388 E-mail: misseduplus1@gmail.com

English Speaking Parent Contact Information

Name, Position: Lee Robey/Regional Manager(N)

Address/City/Zip: 5042 Wilshire Blvd #23462 Los Angeles CA 90036

Phone: 530-710-2051 Fax: (213) 402-6388 E-mail: misseduplus1@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Maria Robey/Customer Care Representative

Address/City/Zip: 5042 Wilshire Blvd #23462 Los Angeles CA 90036

Phone: 800-712-8464 Fax: (213) 402-6388 E-mail: misseduplus1@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: Not available

Address/City/Zip:

Phone: Fax: (213) 402-6388 E-mail:

Location of Services

Select the location of SES services (check all that apply):

- ☑ Student's Home
- ☐ Central Location - Library or Community Center
- ☐ School Site
- ☑ Online with Live Tutoring Assistance
- ☑ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location

If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip:

Phone:
Fax:
E-mail:

School Site

If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: ELA and Math

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 1000

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☑Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- ☑One-on-one
- ☐ Small Group
- ☐ Large Group
- ☐ Computer-assisted
- ☐ Online

Student to staff ratio: 1:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 20

Number of instructional minutes per tutoring session: 90

Number of sessions a week: 3

Days of the week SES are offered: SES is offered all 7 days a week, students can pick any 3 days.

Describe how the student learning goals are determined:

We have a proper procedure in place that we follow religiously while developing a Student Learning Plan (SLP)/Individual Tutorial Plan (ITP) which is as follows:

1. The student takes the pre-assessment test (DORA/DOMA)
2. A SLP draft is developed based on the weaknesses of the students as per the report generated after the student has taken the pre-assessment test.
3. A mentor holds a meeting with district personnel/school staff and parents to discuss and form the SLP based on the weaknesses identified on the assessment test, previous test scores, general attitude toward school and homework, attendance and other relevant inputs from parents and teachers.
5. Based on the results of the diagnostic assessment and inputs from teachers and parents, mentor makes adjustments in the SLP/IEP and sends the final SLP to parents and school/district personnel for approval. For a student covered by section 504, our expert tutors design SLP/IEP that is consistent with the student's 504 plan.
6. Students' progress is monitored closely by the mentor, and school/district staff and parents are kept in the loop by monthly progress reports. If the progress is slow then necessary adjustments are made in the SLP.

The SLP acts as a roadmap and guides the tutors on which instructional elements they need to stress more. At the end of each topic an end of topic test is given to the student. If the student is unable to clear it the tutor does not jump to the next topic but goes back and revises and clears doubts of the student in the previous topic. Hence, in some instances all the topics written in the SLP might not be covered in the tutoring program. Let us use an example to illustrate this point further.

Suppose, a student X is week in

-Ratios and Proportions
-Percentages
-Word Problems
-Binomial expressions
-Measurement
-Angles

Suppose, as per the SLP each topic is allocated 5 hours of tutoring. But, if the student is unable to perform well on the end of topic test of Binomial Expressions, the student will be re-taught the subject and the tutor will not move onto teaching Measurement. In this process it may be possible that the last topic is not covered in the tutoring time allocated to the student. Our aim is not to teach all the topics, but to teach each topic thoroughly well. Hence, the learning plan undergoes constant evaluation and changes during the course of tutoring, as per the student's performance.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other):

All our tutors hold at a minimum a Bachelor's Degree and 3 years of relevant teaching experience.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students:

All our staff undergoes rigorous training and ongoing professional development throughout the year. They also have access to our curriculum online. Below is the training schedule for 2015-16 school year.

Description of training	Participating staff members	Number of hours/ timelines	How access to training will be provided
Company Policies and Rules with reference to Child Abuse, COPPA (Children's Online Privacy Protection) and FERPA(Family Educational Rights and Privacy Act) compliance and SES code and ethics.	All EduPlus staff	5 hours/ June	Webinar
Working with Title I students, NCLB standards and guidelines.	All EduPlus staff	3 hours/ June	Webinar
Working with SWD's and ELL's, what IEP's and Section 504 Plans are and how they should be used.	All EduPlus staff	4 hours/ June	Webinar
Curriculum training	All EduPlus staff	3 hours/ June	Webinar
Technology training	All EduPlus staff	4 hours/July	Webinar
Effective 1:1 Online Tutoring Techniques.	All EduPlus staff	6 hours/July	Webinar
Strategies for Working with Struggling Students	All EduPlus staff	3 hours /July	Webinar
Problems faced while working with Students with disabilities.	All EduPlus staff	4 hours /August	Webinar
Accommodation's for ELL's	All EduPlus staff	4 hours /September	Webinar

How to tackle difficult students	All EduPlus staff	2 hours/ October	Webinar
Attend the Professional Development Conference conducted by The California Reading Association	Patty Medina and Aurelio Alvarez	Full day programs/ October 17-18	SHERATON GRAND HOTEL, SACRAMENTO, CA
Attend the CMC-South Annual Mathematics Conference	Patty Medina and Aurelio Alvarez	Full day programs/ October 24-25	PALM SPRINGS, CALIFORNIA
Discussion of conferences attended with other staff members. Patty Medina and Aurelio Alvarez will share their experience.	All EduPlus staff	3 sessions of 3 hours each/ November	Webinar
Program review Phase I	All EduPlus staff	3 hours/ December	Webinar
Student retention and motivation strategies	All EduPlus staff	2 hours /January	Webinar
Differentiated Instruction	All EduPlus staff	3 hours/ March	Webinar
Program review Phase II	All EduPlus staff	3 hours/ April	Webinar
Strategies to improve instructional quality based on program evaluation	All EduPlus staff	4 hours/ May	Webinar
Strategies to improve instructional quality based on program evaluation	All EduPlus staff	4 hours /June	Webinar

Describe how the goals of each student are communicated to the assigned tutor:
Each tutor has access to our online software that has all the required data for tutoring. Each tutor has unique login details through which they can login into the system and access student details and tutoring schedules.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.):

Our tutoring is provided online and a laptop/tablet and Internet connection is needed for taking it. Hence, for all students who do not have them are provided with the same, free of cost. The students can keep the equipment even after tutoring completes if they complete the entire program. Internet will only be provided for the duration of the tutoring. The student does not have to provide anything.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:

EduPlus complies with all applicable state and federal laws in serving students with disabilities including but not limited to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA") and the individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). We co-ordinate with the schools & take the copy of IEP designed for each SWD so that we can closely adhere to the goals outlined in it. We have trained tutors with certifications and tailored instructional resources to overcome the special needs such as dyslexia, auditory processing difficulties, attention deficits and behavioral issues. The curriculum that will be used will be the same as for regular students, however, some modifications are made in instruction such as dividing lessons into smaller portions, explaining more through pictures and animations rather than text, having the same tutor in each class so that the tutor is able to understand the grasping power of the student and pace instruction accordingly. Accommodations are also made such as use of larger fonts on activities, louder audio, the use of online calculators, abaci and other manipulatives, presentation accommodations using alternate modes of access, i.e., audio or tactile; response accommodations (using an assistive device or organizer if needed); setting accommodations (change location of tutoring if necessary to ensure student's success); and timing and scheduling accommodations which may increase length of time allowed to complete tasks.

Using the methods described above we have been successful in delivering instruction to SWDs. Since the beginning of 2012, we have served 244 students with disabilities (SWD). 135 SWD students enrolled in our Math instructional program while the rest took tutoring in English. 131 (97%) SWD who took the Math post assessment test recorded a mean increment of 24.7 points. 104 (95.4%) SWD took to English post assessment test achieved mean increment of 24.3 points with $P<0.001$.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided:

We have been successfully tutoring ELL through our experienced bi-lingual tutors and modifications targeted at enabling ELL grasp subjects better. To teach English Language Learners, we use the dual language program approach. In this well researched and established method, we teach in the students' second language, with specially trained bilingual teachers who teach students in their native language. The curriculum remains the same as that of a regular student. However, we make accommodations such as extended time for online activities, breaks prompted between sessions, online bilingual glossaries and English dictionaries, directions read aloud in English or Spanish, enlarging certain words that reflect the key ideas of a text, side-by-side bilingual version of tests and activities enabling students to grasp concepts better.

340 students who took tutoring in English in 2011-12 from us were English Language Learners (ELL). Their scores indicated a mean increase of 24.9 points signifying more than double increment.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.

We will create awareness of our program by distributing flyers at central places. We do not offer any incentives.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:

Whenever we receive student information from the district, we follow the steps below:-

- Call parents/students and welcome them into our program
- Assign the student a mentor and give the contact details.
-Inform them about how our tutoring works and what to expect
-Dispatch necessary equipment and arrange for Internet if required.
- Setup a pre-assessment date and time
- Brief them about our complaint procedures
- Fix a timetable for tutoring, i.e. the days and times tutoring will take place.
- Explain how SLP will be developed.

We try to reach parents by calling them at different times of the day. If after 3 attempts they are unreachable we contact the school and send home a letter to contact us.

Once the student has taken the pre-assessment a SLP is developed and tutoring commences accordingly.

Describe the protocol for contacting parents for student concerns including discipline and attendance:

On-going assessment is built into Odyssey and parents, tutors as well as mentors are allowed to view the students' scores at any time during the course of the tutoring program. These assessments include but are not limited to; comprehension checks, quizzes, and tests. A mentor regularly reviews the student's online performance as well as attendance. When a mentor views a student's progress with a score lower than mastery level (70%), the mentor will call the parent to discuss the student's progress. If for some reason the parents are unreachable, the mentor will contact the school/district and discuss the issue. Live one to one tutoring may also be started at this point. Attendance in all online sessions are recorded automatically by the software and reviewed by the mentor. If a student is found to be irregular in attending the sessions, the mentor reports the same to the parents and school/district. The mentor generates a monthly attendance record at the end of each month that is sent along with the invoice to the school/district.

Attendance is also automatically recorded in Odyssey as well as in our online live tutoring classes. The exact amount of time the student has spent on each activity and stayed logged in is recorded. This record is daily reviewed by the mentor for accuracy. An attendance report is generated at the end of each month and sent along with the invoice to the LEA once approved by the mentor.

Describe the protocol for responding to parent complaints.

The uniform complaint procedures have been attached.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:

Progress reports are prepared by tutors and dispatched monthly as well as at program's end to parents/guardians and LEA after review by the mentor. Progress reports are always provided in parent's/guardian's native language. We send the parents, schoolteacher & appropriate district staff with

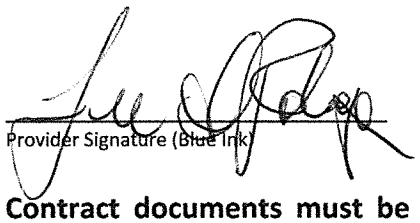
monthly progress reports either through email or mail (as preferred by parents / district).
Our progress reports include the following details:
a) Goals set for the month
b) Percentage of success achieved
c) Tutor comments (include detailed feedback on student's learning ability, the student's understanding of that particular topic and suggestions for future sessions)
d) Number of sessions delivered in the month, their duration and specific topics taught in each session.
Parents, schoolteacher & appropriate district staff are then invited to attend an online discussion meeting conducted after the dispatch of each progress report in which the tutors discuss the appropriate course of action to be implemented in the future sessions.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
Parents/students are informed of cancellations at least 24hours in advance through a phone call and/or email.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.



Provider Signature (Blue Ink)

_Lee Robey_____
Provider Printed Name (Blue Ink)

__9/25/2015_____
Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and KTCO, LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Katie Wilson
Director of Categorical Programs	Title: President
Marysville Joint Unified School District	Company: KTCO, LLC
1919 B Street	Address: PO Box 3455
Marysville, CA 95901	City: Grass Valley State: CA Zip: 95945
(530) 749-6160	Phone: 530-383-8886
jlarson@mjusd.com	Email: katie@tutornorcal.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Katie Wilson

Address: PO Box 3455

City/State/Zip: Grass Valley, CA 95945

Email: katie@tutornorcal.com

Phone: 530-383-8886

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: Katie Wils Signature President Title October 1, 2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: KTCO, LLC

Administrative Contact Person, Title, and Position: Katie Wilson

Address/City/Zip: PO Box 3455, Grass Valley, CA 95945

Phone: 530-559-3056 Fax: 888-550-5586 E-mail: Katie@tutornorcal.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Jerry Bettencourt, Office Manager

California Address/City/Zip: 1820 Anthony Way, Yuba City, CA 95993

California Phone: 530-383-8886 California Fax: 888-550-5586 E-mail: yubatutoring@gmail.com

English Speaking Parent Contact Information

Name, Position: Jerry Bettencourt

Address/City/Zip: 1820 Anthony Way, Yuba City, CA 95993

Phone: 530-383-8886 Fax: 888-550-5586 E-mail: yubatutoring@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Janice Garcia-Kent

Address/City/Zip: 1820 Anthony Way, Yuba City, CA 95993

Phone: 530-383-8886 Fax: 888-550-5586 E-mail: yubatutoring@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: Soua Xiong

Address/City/Zip: 1820 Anthony Way, Yuba City, CA 95993

Phone: 530-383-8886 Fax: 888-550-5586 E-mail: yubatutoring@gmail.com

Location of Services

Select the location of SES services (check all that apply):

- ☐ X Student's Home
- ☐ Central Location - Library or Community Center
- ☐ X School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip:

Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Arboga Elementary Cedar Lane Edgewater Elementary Johnson Park

Linda Elementary Olivehurst Elementary McKenney Intermediate

Foothill Intermediate Yuba Gardens Elementary Lindhurst High Marysville High

Program Specifics

Grade levels to be served: K-12

Subjects offered: ELA and Math

Minimum number of students to serve in MJUSD: 50 (maybe less depending on surrounding districts)

Maximum number of students to serve in MJUSD: 500

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes X No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

X One-on-one
☐ Large Group
☐ Online
X Small Group
☐ Computer-assisted

Student to staff ratio:

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 1:1 or max 5:1

Number of instructional minutes per tutoring session: 60

Number of sessions a week: 2

Days of the week SES are offered: On campus M-f, In-home M-Sun

---

Describe how the student learning goals are determined:

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): AA minimum, teach credential preferred

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Training upon hiring, Jerry Bettencourt is available for ongoing training as necessary.

Describe how the goals of each student are communicated to the assigned tutor: Tutor helps develop assigned goals, SLP

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): N/A

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students:
Since we are one-on-one with all students with disabilities, tutor can specialize curriculum by reading aloud, printing with larger font, etc. We accommodate also by being in-home for these students.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Special support is provided by collaborating with the students ELD Teacher to come up with a plan that will enhance the student's educational needs.

Attach Pre/Post Assessment to be utilized. GMADE/GRADE on order

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
This will be accomplished by phone call saturation to all prospective eligible families; flyer handout at prominent civic leader organizations (churches, community centers, shopping centers); our Facebook site and local radio station community announcements.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment:
As soon as the list is received a tester will be assigned and the parent contacted within 48 hours

Describe the protocol for contacting parents for student concerns including discipline and attendance:
The tutor meets with the parent after every session, concerns will be addressed in this meeting. If parent is unavailable or child did not attend, a phone call followed by a written letter will be sent to the parent.

Describe the protocol for responding to parent complaints.
All complaints are handled on a case by case basis, listening to both sides and coming up with win-win situations for all involved with specifics going to the child's need and not necessarily our own. By this it may mean changing tutors and in the long run giving the student back to the district so the said student may go to another company that is a better fit for the student's needs.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
On the last student attendance day of the month Progress reports will be given to the parent at the end of the session with a copy given to the district with all appropriate signatures. Daily progress updates will be provided the parent upon signing their child out for the day (small groups) as well as bi-weekly reports being sent to the student's teachers via confirmed e-mails.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
We will first notify the parents, then the school for small groups, and the district in a timely manner which will consist of at least a four hour prior notice of cancellation along with a makeup date that is convenient for all involved.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Katie Wil
Provider Signature (Blue Ink)

Katie Wilson
Provider Printed Name (Blue Ink)

10/1/15
Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Studentnest.com (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Chander Joshi
Director of Categorical Programs	Title: VP
Marysville Joint Unified School District	Company: Studentnest.com
1919 B Street	Address: 2121 Merced St.
Marysville, CA 95901	City: Fresno State: CA Zip: 93721
(530) 749-6160	Phone: (559) 486-1251
jlarson@mjusd.com	Email: chanderjoshi88@gmail.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

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[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Chander Joshi, VP / Studentnest.com

Address: 2121 Merced St.

City/State/Zip: Fresno, CA 93721

Email: chanderjoshi88@gmail.com

Phone: (559) 486-1251

Marysville Joint Unified School District	**CONTRACTOR** Studentnest.com
Ryan DiGiulio Assistant Superintendent Business Services Date	By: _____ Signature VP Title 10-1-15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Studentnest.com

Administrative Contact Person, Title, and Position: Chander Joshi, VP

Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

Phone: 559-486-1251 Fax: 559-486-5936 E-mail: chanderjoshi88@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Chander Joshi

California Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

California Phone: 559-486-1251 California Fax: 559-486-5936 E-mail: chanderjoshi88@gmail.com

English Speaking Parent Contact Information

Name, Position: Agripino Perez , District Parent Coordinator

Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

Phone: 559-486-1251 Fax: 559-486-5936 E-mail: districtsn@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Agripino Perez , District Parent Coordinator

Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

Phone: 559-486-1251 Fax: 559-486-5936 E-mail: districtsn@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: N/A

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

- ☑ Student's Home
- ☐ Central Location - Library or Community Center
- ☐ School Site
- ☑ Online with Live Tutoring Assistance
- ☑ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other:

_____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: N/A

Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: Math

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 9,999

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☑Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- ☑ One-on-one
- ☐ Large Group
- ☑ Online
- ☑ Small Group
- ☐ Computer-assisted

Student to staff ratio: 1-1 up to 5-1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 13.76

Number of instructional minutes per tutoring session: 60-120 minutes

Number of sessions a week: 2 to 3 sessions per week.

Days of the week SES are offered: Mon, Tues, Wed, Thurs, Fri, Sat, and Sun.

Describe how the student learning goals are determined: Goals are determined based on the question missed by the student in a pre-assessment test and then the Student Learning Plan will be created accordingly.The test is designed according to Common core state standards.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): All of our tutors have a BS and/or Credentialed with at least 2 years of experience.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: All tutors are required to complete a pre-training program using the "Demo Virtual Classroom"feature of the Studentnest homepage. This is followed by a live, two-hour training program at their computers with headsets with microphones to talk to the trainer at a remote location using VOIP. They must learn and demonstrate their facility with the Studentnest Inc. technology duringwhich they are also evaluated as to their content knowledge, general attitude, and teaching skills. The trainer uses role-playing to simulate possible situations tutors may encounter during a sessions with a student. Each lesson consists of a series of PowerPoint/Word slides that are sent to a tutor in advance. If the tutor needs training in the content, he or she contacts the Vice President for Educational Programs. So far this has not occurred. Tutors know sessions are monitored, live, and are trained in seeking technical support during a session. If contact with the student is lost or if they find themselves logged of the session. Additional training and support is provided, should a tutor request it or if concern is expressed by the monitor, the student, a parent, or the school-site staff. Finally, after each tutoring session, the tutor completes and submits an electronic feedback form including concerns and problems [Completion of this feedback is required for payment for the session]. The assistant to the Vice President for Educational Programs reviews this feedback on a regular (usually daily) basis, and additional tutor training is provided or required according to the need. Additional training is done to ensure the tutors and staff are aware how to deal with issues parent/student issues that may occur.

Describe how the goals of each student are communicated to the assigned tutor:
We have an assigned person who schedules and aligns tutors and students based on the students needs and grade. All records are kept on our server and all sessions are recorded. Each tutor is also required to fill out a feedback form.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): Computer, Headset, and Intetnet. If no high-speed internet is available, student will need a landline in order to use our dial up internet.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Because all services can be done at a student's home, as long as they have access to a computer and Internet, the student can receive our services If

they do not have a computer and/or Internet, one will be provided. a tutor with special education background will be assigned.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: When we determine that a student cannot be tutored effectively in English, we assign a tutor who can speak the home language of the student. Instructions in mathematics in English as much as possible with use of the second language to reinforce the English vocabulary. We have many bilingual tutors.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
We attend provider fairs, hand out our flyers and explain our tutoring program to the parents.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: After a list is received from a District, we immediately contact the student/parent. Once contact is made, a determination is made if a computer is needed. If parent/student already has a computer and internet access, a schedule is set-up for a pre-test and future session's. If a computer is not available, we will provide one and establish a schedule.We have no success contacting by phone then we send a letter to the students home.

Describe the protocol for contacting parents for student concerns including discipline and attendance:
Since each session is monitored, if a student does not log in, the monitor immediately calls the student's home to see if the student can attend the session. If there is no answer we have a call center that follows up by contacting the parent/student to see why the session was missed, to remind the parent/student of the schedule or to set up a new schedule. After three attempts, we contact the District and either get additional information or ask for District input if student be removed.

Describe the protocol for responding to parent complaints. After a parent signs the tutoring agreement with Studentnest.com, he or she is sent detailed information of company policies including how to register a complaint. This information is available in advance of signing the agreement, if any parent requests it, and may soon be posted on the Studentnest.com website.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
After each goal is covered, we communicate with the parent to give them an update via phone call/email/regular mail, as requested by the parent. We also send monthly progress reports to district and parent.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
A reminder call list is prepared by our company on a daily basis which has names and contact information for the students scheduled for sessions on each day. Using this list, our bilingual staff makes phone calls to the parents to remind them about the tutoring session. This way cancellations and reschedules are also done for students who are not able to attend for that day.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
	Chander Josh	9-30-15

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Studentnest.com (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Chander Joshi
Director of Categorical Programs	Title: VP
Marysville Joint Unified School District	Company: Studentnest.com
1919 B Street	Address: 2121 Merced St.
Marysville, CA 95901	City: Fresno State: CA Zip: 93721
(530) 749-6160	Phone: (559) 486-1251
jlarson@mjusd.com	Email: chanderjoshi88@gmail.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

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[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Chander Joshi, VP / Studentnest.com

Address: 2121 Merced St.

City/State/Zip: Fresno, CA 93721

Email: chanderjoshi88@gmail.com

Phone: (559) 486-1251

Marysville Joint Unified School District	**CONTRACTOR** Studentnest.com
Ryan DiGiulio Assistant Superintendent Business Services Date	By: _____ Signature VP Title 10-1-15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Studentnest.com

Administrative Contact Person, Title, and Position: Chander Joshi, VP

Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

Phone: 559-486-1251 Fax: 559-486-5936 E-mail: chanderjoshi88@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Chander Joshi

California Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

California Phone: 559-486-1251 California Fax: 559-486-5936 E-mail: chanderjoshi88@gmail.com

English Speaking Parent Contact Information

Name, Position: Agripino Perez , District Parent Coordinator

Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

Phone: 559-486-1251 Fax: 559-486-5936 E-mail: districtsn@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Agripino Perez , District Parent Coordinator

Address/City/Zip: 2121 Merced St. Fresno, Ca 93721

Phone: 559-486-1251 Fax: 559-486-5936 E-mail: districtsn@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: N/A

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

- ☑ Student's Home
- ☐ Central Location - Library or Community Center
- ☐ School Site
- ☑ Online with Live Tutoring Assistance
- ☑ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other:

_____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: N/A

Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: Math

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 9,999

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☑Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

- ☑ One-on-one
- ☐ Large Group
- ☑ Online
- ☑ Small Group
- ☐ Computer-assisted

Student to staff ratio: 1-1 up to 5-1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 13.76

Number of instructional minutes per tutoring session: 60-120 minutes

Number of sessions a week: 2 to 3 sessions per week.

Days of the week SES are offered: Mon, Tues, Wed, Thurs, Fri, Sat, and Sun.

Describe how the student learning goals are determined: Goals are determined based on the question missed by the student in a pre-assessment test and then the Student Learning Plan will be created accordingly.The test is designed according to Common core state standards.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): All of our tutors have a BS and/or Credentialed with at least 2 years of experience.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: All tutors are required to complete a pre-training program using the "Demo Virtual Classroom"feature of the Studentnest homepage. This is followed by a live, two-hour training program at their computers with headsets with microphones to talk to the trainer at a remote location using VOIP. They must learn and demonstrate their facility with the Studentnest Inc. technology duringwhich they are also evaluated as to their content knowledge, general attitude, and teaching skills. The trainer uses role-playing to simulate possible situations tutors may encounter during a sessions with a student. Each lesson consists of a series of PowerPoint/Word slides that are sent to a tutor in advance. If the tutor needs training in the content, he or she contacts the Vice President for Educational Programs. So far this has not occurred. Tutors know sessions are monitored, live, and are trained in seeking technical support during a session. If contact with the student is lost or if they find themselves logged of the session. Additional training and support is provided, should a tutor request it or if concern is expressed by the monitor, the student, a parent, or the school-site staff. Finally, after each tutoring session, the tutor completes and submits an electronic feedback form including concerns and problems [Completion of this feedback is required for payment for the session]. The assistant to the Vice President for Educational Programs reviews this feedback on a regular (usually daily) basis, and additional tutor training is provided or required according to the need. Additional training is done to ensure the tutors and staff are aware how to deal with issues parent/student issues that may occur.

Describe how the goals of each student are communicated to the assigned tutor:
We have an assigned person who schedules and aligns tutors and students based on the students needs and grade. All records are kept on our server and all sessions are recorded. Each tutor is also required to fill out a feedback form.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): Computer, Headset, and Intetnet. If no high-speed internet is available, student will need a landline in order to use our dial up internet.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Because all services can be done at a student's home, as long as they have access to a computer and Internet, the student can receive our services If

they do not have a computer and/or Internet, one will be provided. a tutor with special education background will be assigned.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: When we determine that a student cannot be tutored effectively in English, we assign a tutor who can speak the home language of the student. Instructions in mathematics in English as much as possible with use of the second language to reinforce the English vocabulary. We have many bilingual tutors.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
We attend provider fairs, hand out our flyers and explain our tutoring program to the parents.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: After a list is received from a District, we immediately contact the student/parent. Once contact is made, a determination is made if a computer is needed. If parent/student already has a computer and internet access, a schedule is set-up for a pre-test and future session's. If a computer is not available, we will provide one and establish a schedule.We have no success contacting by phone then we send a letter to the students home.

Describe the protocol for contacting parents for student concerns including discipline and attendance:
Since each session is monitored, if a student does not log in, the monitor immediately calls the student's home to see if the student can attend the session. If there is no answer we have a call center that follows up by contacting the parent/student to see why the session was missed, to remind the parent/student of the schedule or to set up a new schedule. After three attempts, we contact the District and either get additional information or ask for District input if student be removed.

Describe the protocol for responding to parent complaints. After a parent signs the tutoring agreement with Studentnest.com, he or she is sent detailed information of company policies including how to register a complaint. This information is available in advance of signing the agreement, if any parent requests it, and may soon be posted on the Studentnest.com website.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school:
After each goal is covered, we communicate with the parent to give them an update via phone call/email/regular mail, as requested by the parent. We also send monthly progress reports to district and parent.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
A reminder call list is prepared by our company on a daily basis which has names and contact information for the students scheduled for sessions on each day. Using this list, our bilingual staff makes phone calls to the parents to remind them about the tutoring session. This way cancellations and reschedules are also done for students who are not able to attend for that day.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
	Chander Josh	9-30-15

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : Pa
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and TEACH-N-TUTOR, INC. (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: C.J. Ramirez
Director of Categorical Programs	Title: Region Director
Marysville Joint Unified School District	Company: TEACH-N-TUTOR, INC.
1919 B Street	Address: 2660 West Shaw Lane, Suite 110
Marysville, CA 95901	City: Fresno State: CA Zip: 93711
(530) 749-6160	Phone: 559-353-2541
jlarson@mjusd.com	Email: teachntutorcalifornia@gmail.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD**.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

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[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA:

Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER:

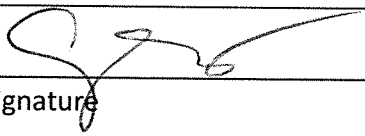
Name/Title: C.J. Ramirez

Address: 2660 West Shaw Lane, Suite 110

City/State/Zip: Fresno, CA 93711

Email: teachntutorcalifornia@gmail.com

Phone: (559) 353-2541

Marysville Joint Unified School District	**CONTRACTOR: TEACH-N-TUTOR, INC.**
Ryan DiGiulio Assistant Superintendent Business Services Date	By:  Signature Region Director Title September 28, 2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Teach-n-Tutor (DBA) Teach-n-Tutor, Inc. (legal name)

Administrative Contact Person, Title, and Position: C.J. Ramirez, Region Director for Northern California Region

Address/City/Zip: 2660 West Shaw Lane, Suite 110, Fresno, CA 93711

Phone: 559-353-2541 Fax: SAME E-mail: teachntutorcalifornia@gmail.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Mike Getch, President & CEO of Teach-n-Tutor, Inc.

California Address/City/Zip: 8047 Mission Gorge Rd., Suite H, Santee, CA 92071

California Phone: 619-938-2651 California Fax: SAME E-mail: tutoryou@cox.net

English Speaking Parent Contact Information

Name, Position: C.J. Ramirez, Region Director

Address/City/Zip: 2660 West Shaw Lane, Suite 110, Fresno, CA 93711

Phone: 559-353-2541 Fax: SAME E-mail: teachntutorcalifornia@gmail.com

Spanish Speaking Parent Contact Information

Name, Position: Baleria Lopez

Address/City/Zip: 2660 West Shaw Lane, Suite 110, Fresno, CA 93711

Phone: 559-353-2541 Fax: SAME E-mail: teachntutorcalifornia@gmail.com

Hmong Speaking Parent Contact Information

Name, Position: Emily Vang

Address/City/Zip: 2660 West Shaw Lane, Suite 110, Fresno, CA 93711

Phone: 559-353-2541 Fax: SAME E-mail: teachntutorcalifornia@gmail.com

Location of Services

Select the location of SES services (check all that apply):

- **X** Student's Home
- ☐ Central Location - Library or Community Center
- ☐ School Site
- ☐ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: NON-APPLICABLE

Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Subjects offered: English/Language Arts and Math

Minimum number of students to serve in MJUSD: 5

Maximum number of students to serve in MJUSD: 250

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes **X** No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):

X One-on-one
X Small Group
☐ Large Group
☐ Computer-assisted
☐ Online

Student to staff ratio: 1-to-1 or up to 1-to-5 for small group

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 16 hours

Number of instructional minutes per tutoring session: 60

Number of sessions a week: Minimum of 2

Days of the week SES are offered: Sunday through Saturday, 7 days a week

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Describe how the student learning goals are determined: Teach-n-Tutor has established a streamlined process for creating SLPs and we train our staff on these processes. Tutors and Teach-n-Tutor management staff will gather all pertinent information for developing the learning plan including yet not limited to IEPs, 504 Plans, and/or attendance records from the district office. Tutors then administer the pre-assessment to students, the results of which are discussed, whenever possible, in consultation with parents and the LEA regarding what the student's academic goals should be during the tutoring program. Our tutors evaluate all student information that was gathered and create a draft SLP, which typically focuses on 2-3 goals. The Executive Director reviews the draft SLP for completeness and accuracy, before releasing it to the tutor with any changes or deletions. The tutor finally takes the SLP to parents/guardians for discussion, with the end outcome being a signed, written agreement that identifies the student's goals for the program. Monitoring of tutorial will occur through periodic quiz results and a quality control component that includes weekly schedules and summaries submitted to the Region Director and/or Program Coordinator as well as unannounced site visits.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): While approximately 90% of our tutors possess a CCTC teaching credential, our minimum qualifications require that a tutor possess an A.A. or A.S. degree OR 60 units of transferrable college credit in education or a related field, i.e. English, Math. In addition, we require our tutors to have at least 1 year of tutorial or SES experience in a classroom or professional setting.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: New tutors/teachers are given an initial training which includes taking of attendance, use of Teach-n-Tutor and district forms, company policies, administering pre and post-assessments, creating Student Learning Plans and progress reports, overview of the curriculum, communication with students, parents/guardians, schools, and LEAs, student confidentiality, district requirements, child abuse and neglect, and use of our SES monitoring system or one utilized by the district. This is a 4-5 hour training. Materials used vary from trainer to trainer and presenter to presenter. All are reviewed prior to the training to ensure they meet Teach-n-Tutor's expectations and those of the districts we serve. Regardless of experience or tenure, ALL new and returning staff must attend. In addition, the CEO and/or Executive Director may make available through digital media, i.e. Skype or tele-conferencing additional trainings and strategies for staff development.

Describe how the goals of each student are communicated to the assigned tutor: In a majority of cases, the assigned tutor administers the pre-assessment and in turn is well aware of the goals. In situations where this is not the case, the tutor meets with the Program Coordinator to review the learning goals of the students on his/her caseload.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): No equipment or special access is needed.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: We attempt to pair SWDs with SPED (special education) certified teachers. We provide SWDs with extended time-on-task, extra preparation for unfamiliar concepts, and extra time to complete assessments. All of our SWDs receive one-on-one instruction in their homes, which is the instructional format that best supports this type of learner. We vary the program pacing and provide differentiated instruction to our SWDs, which allows the tutor to re-teach concepts or skills in a different way to meet a SWDs' individual learning needs and provide them with the additional practice time needed to reinforce the skill.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Upon enrollment in our program, we record each student's native language. We prioritize pairing ELs with low English skills with bilingual Tutors. We recruit highly educated, quality staff who display a comprehensive range of expertise, experience, and cultural sensitivity, which enables them to serve as excellent role models for diverse student populations. Our tutors who work with ELs emphasize vocabulary and language development; guided interaction; metacognition and authentic assessment; explicit instruction; meaning-based context; and the use of modeling, graphic organizers, and visuals.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office. Teach-n-Tutor employs several strategies for marketing and recruiting students for SES, each dependent upon parameters outlined in Section 13075.9 of the Education Code AND district requirements. Potential staff are recruited from the local area and community, screened for experience and qualifications, and are trained by Teach-n-Tutor staff on the requirements of NCLB and SES, as well as district expectations for recruitment. Typically, the majority of our recruiters transition into tutorial positions. If this is the case, aside from meeting the minimum qualifications, they are required to submit to the CDOJ/FBI background check. In cases where Teach-n-Tutor begins services in a new district (as is the case with MJUSD), experienced recruiters and tutors will take the lead with all marketing our SES program.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: Three (3) phone attempts are made in order to establish contact and schedule the pre-assessment. A home visit will be made if the phone calls are unsuccessful. As a last resort, the district is contacted for alternate contact information

Describe the protocol for contacting parents for student concerns including discipline and attendance: As tutorial is conducted in-home, parents are consistently aware of any issues relating to discipline and attendance and have direct control over such. In situations where tutorial may be conducted in another public venue, parents are required to be present and thus are aware of any issues that may arise.

Describe the protocol for responding to parent complaints. Every home is given a complaint procedure form (translated if necessary). Parents are required to sign an acknowledgment stating that they have read and agree to our complaint procedures, and they are provided a copy.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: Monthly Attendance/Progress Reports will be collected by the 3rd of the month for the previous month. Copies will are given to parents and original copies are forwarded to the district office.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: Since the majority of tutorial will be conducted in home and otherwise under parent supervision, tutors and parents will have the responsibility of maintaining constant and consistent contact with each other. Tutors are required to call the parent no less than hour before the tutorial session to verify the appointment. Parents are also asked to do the same. Rescheduling lies between the parent and tutor, and the tutor is required to inform the Regional office of the change.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Provider Printed Name (Blue Ink)	Date
	C.J. Ramirez	October 1, 2015

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online
☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : _____
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and Total Education Solutions (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Catherine Bean-Anderson
Director of Categorical Programs	Title: SES Manager
Marysville Joint Unified School District	Company: Total Education Solutions
1919 B Street	Address: 1337 Howe Ave., Suite 107
Marysville, CA 95901	City: Sacramento State: CA Zip: 95825
(530) 749-6160	Phone: 916-564-5010
jlarson@mjusd.com	Email: cbean@tesidea.com

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD.**

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

For PROVIDER: Name/Title: Catherine Bean-Anderson, SES Manager

Address: 1337 Howe Ave., Suite 107

City/State/Zip: Sacramento, CA 95825

Email: cbean@tesidea.com

Phone: 916-564-5010

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By: [signature] Signature Catherine Bean-Anderson SES Manager Title 10/1/15 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: Total Education Solutions

Administrative Contact Person, Title, and Position: Catherine Bean-Anderson, SES Manager

Address/City/Zip: 1337 Howe Ave., Suite 107 Sacramento, CA 95825

Phone: 916-564-5010 Fax:916-564-5260 E-mail: Cbean@tesidea.com

Program Monitor Contact Information

Program Monitor, Title, and Position: Catherine Bean-Anderson, SES Manager

California Address/City/Zip: 1337 Howe Ave., Suite 107 Sacramento, CA 95825

California Phone: 916-564-5010 California Fax: 916-564-5260 E-mail: cbean@tesidea.com

English Speaking Parent Contact Information

Name, Position: Catherine Bean-Anderson, SES Manager

Address/City/Zip: 1337 Howe Ave., Suite 107 Sacramento, CA 95825

Phone: 916-564-5010 Fax:916-564-5260 E-mail: Cbean@tesidea.com

Spanish Speaking Parent Contact Information

Name, Position: Catherine Bean-Anderson, SES Manager or Lizz Castillo, Administrative Assistant

Address/City/Zip: 1337 Howe Ave., Suite 107 Sacramento, CA 95825

Phone: 916-564-5010 Fax:916-564-5260 E-mail: Cbean@tesidea.com or Lcastillo@tesidea.com

Hmong Speaking Parent Contact Information

Name, Position:

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

xStudent's Home
xCentral Location - Library or Community Center
☐ School Site
☐ Online with Live Tutoring Assistance
☐ Online with Internet Required
☐ Computer-based without Internet
☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: 750 Forbes Ave, Yuba City, CA
Phone: 530-822-7137
Fax:
E-mail:

Address/City/Zip: 480 Plumas Blvd., Yuba City, CA
Phone: 530-749-3456
Fax:
E-mail:

Address/City/Zip: 2147 California St., Sutter, CA
Phone: 530-755-0485
Fax:
E-mail:

Address/City/Zip: 10321 Live Oak Live Oak, CA
Phone: 530-695-2021
Fax:
E-mail:

Address/City/Zip: 1248 Pacific Ave., Rio Oso, CA
Phone: 530-633-2170
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.

Program Specifics

Grade levels to be served: K-12

Subjects offered: English Language Arts and/or Mathematics

Minimum number of students to serve in MJUSD: 1

Maximum number of students to serve in MJUSD: 500

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☐ Yes x No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):
x☐ One-on-one
☐ Small Group
☐ Large Group
☐ Computer-assisted
☐ Online

Student to staff ratio: 1:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents:

Number of instructional minutes per tutoring session: 60-90

Number of sessions a week: 2-3

Days of the week SES are offered: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

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Describe how the student learning goals are determined: Student is given a pre-assessment to establish strengths and weaknesses. This information coupled with parent feedback helps us to determine most appropriate goals.
Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): Most tutors have a Bachelor's degree or higher. They are required to have 72+ college units and experience to work with Total Education Solutions.
Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: Our staff received 4-5 hours of initial training and is then monitored twice monthly to ensure they are delivering a quality program.

Describe how the goals of each student are communicated to the assigned tutor: Tutors are often the assessor as well and have input into the goals for the student. In those cases where they did not help to develop the learning plan, they receive a copy and are instructed on the child's scores and goals.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): There is no equipment necessary. The tutor will bring everything.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: As a special education company our staff has at their disposal a wealth of resources and professionals. Our learning plans are tailored for each learner taking into

account their strengths and areas to work on. This individuality supports the success of students with disabilities.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: As learning plans are individualized the students' needs for language growth and support are taken into account. When possible, a tutor who speaks the family's native language may be paired with the family to help support communication.

Attach Pre/Post Assessment to be utilized. Wide Range Achievement Test, 4th edition

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.

We do not market door to door. If invited we will attend a provider fair, or submit flyers to the district for the families. At provider fairs we often bring a token gift, such as pencil or plastic paperclip to give away.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: Typically a letter is sent home, and phone calls are placed within 72 hours.

Describe the protocol for contacting parents for student concerns including discipline and attendance: If a concern arises the tutor will attempt to resolve it immediately. The SES manager will follow up with a phone call to the family to help as needed.

Describe the protocol for responding to parent complaints. Complaints are taken seriously. Prior to services beginning parents are given instructions on how to reach the SES manager and a copy of the complaint procedure. If a complaint arises, the SES manager or Clinic Director will contact the family within 48 hours for more details and to offer a solution to resolve the concern.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: Attendance and progress reports are mailed to the district with the monthly invoice. Copies of the progress report are also mailed to the student's home school. Finally, parents are updated of progress after each session. Monthly progress reports are sent home (or delivered) around the 15th of the month.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled: If a tutor cannot make a session they are expected to call the family at least 6 hours prior to the scheduled session. They must also notify the office, so that our clinic office can follow up with the family as well.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Catherine Bean-Anderson Provider Printed Name (Blue Ink)	10/1/15 Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.

2015-16
MASTER CONTRACT BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Business Services Department
Approval : RL
Date: 10/6/15

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I. AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this _____ day of October 2015, between the Marysville Joint Unified School District (hereinafter referred to as "MJUSD") and TutorWorks, INC (hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (1)(F)(1)) to all eligible MJUSD students whose parent selects CONTRACTOR under the Elementary and Secondary Education Act (hereinafter referred to as ESEA). It is understood that this Master Contract does not commit MJUSD to pay for SES provided to any MJUSD student, or CONTRACTOR to provide such SES, unless and until an authorized representative of MJUSD approves the provision of SES by CONTRACTOR.

Upon acceptance of an MJUSD student, CONTRACTOR shall submit to MJUSD a Student Learning Plan (hereinafter referred to as "SLP") as specified by Categorical Programs for each MJUSD student served by CONTRACTOR. The SLP is attached hereto as Appendix B, and made a part hereof, as completed by the CONTRACTOR to outline the student's educational plan.

MJUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), CONTRACTOR'S attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL

CONTRACTOR shall be certified or otherwise approved by the CDE (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES application must be provided to MJUSD on or before the date and time determined by the District's Categorical Programs office. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as MJUSD policies and procedures.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin on October 13, 2015, and end on June 30, 2016 ("Term"), unless terminated earlier as provided in this Agreement. **SES tutoring must be completed by April 29, 2016.**

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, each SLP, attached hereto as Appendix B, and MJUSD policies and procedures, constitute the Contract between MJUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, MJUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "Supplemental Educational Services," or "SES," means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation, and other educational interventions, provided that such approaches are consistent with the content and instruction used by MJUSD and are aligned with the State of California academic content standards. SES must be provided outside of the regular school day. SES must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB (ESEA), Title I, Part A, Section (1116)(e)(12)(C)]

2. The term "authorized MJUSD representative" means an MJUSD Categorical Programs administrator.

3. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education, or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).

4. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is

providing SES, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

6. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

7. The term "days" means calendar days unless otherwise specified.

8. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

9. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(E) of this Master Contract.

10. The term "incentive" means: a.) any free service offered to parents or students in addition to those tutorial hours authorized by MJUSD, b.) any monetary or material gifts, and c.) any reward.

11. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of MJUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

12. The term, "Student Learning Plan" (SLP), means a plan which states specific achievement goals for a student, how each student's progress will be measured, a timetable for demonstrating the student's academic achievement, and, when applicable, is consistent with a student's Individualized Education Program (IEP) under section 614(d) of the Individuals with Disabilities Education Act or a 504 Plan under 29 U.S.C. Section 794(a).

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, email, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail, personal delivery, or email:

All notices provided for by this Master Contract shall be in writing.

Notices mailed to MJUSD shall be addressed to:	**Notices mailed to CONTRACTOR shall be addressed to:**
DISTRICT:	**CONTRACTOR:**
Jami Larson	Name: Deanna Terzian
Director of Categorical Programs	Title: President
Marysville Joint Unified School District	Company: TutorWorks, INC
1919 B Street	Address: 700 Airport BLVD, STE 450
Marysville, CA 95901	City: Burlingame State: CA Zip: 94010
(530) 749-6160	Phone: (650) 298-8867
jlarson@mjusd.com	Email: ses@tutorworks.org

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state, and local laws, rules and regulations regarding personally identifiable information concerning MJUSD students,

employees, and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or MJUSD employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children's Internet Protection Act (CIPA), and will observe all MJUSD security procedures related to the foregoing, including but not limited to those set forth in MJUSD applicable Board Policies and Administrative Regulations.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of MJUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized MJUSD representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform MJUSD, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from MJUSD for any purpose other than the performance of this Master Contract, without MJUSD's written consent.

4. CONTRACTOR may disclose to any subcontractor, or MJUSD-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and **shall provide a copy of such Contract to MJUSD.**

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of MJUSD.

6. CONTRACTOR shall maintain MJUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each MJUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from MJUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

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

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of MJUSD.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Yuba County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for MJUSD's convenience with twenty (20) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

   a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and

   b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal

delivery, email, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of MJUSD, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and MJUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract within 45 days of receipt of invoice.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. MJUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and MJUSD may, at its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

a. Immediately discontinue all services under this Master Contract (unless directed by MJUSD otherwise); and

b. Deliver to MJUSD all information and material as may have been involved in the provision of services whether provided by MJUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by MJUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, email, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, MJUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of MJUSD students to another SES provider. The expense of completing the SES, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by MJUSD out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the

CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to MJUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of MJUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of MJUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time MJUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

MJUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. CONDITIONS OF TERMINATION

A CONTRACTOR that is terminated by MJUSD, for any reason, is not eligible to provide services, in MJUSD, for the two contract years following the date of termination.

K. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between MJUSD and any individual assigned by CONTRACTOR, upon the prior written consent of MJUSD, to perform any services for MJUSD. If MJUSD is held to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify, and hold harmless MJUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by MJUSD as a result of that holding.

2. If the CONTRACTOR employs or subcontracts MJUSD employees, CONTRACTOR must ensure that these MJUSD employees understand they are working as employees or subcontractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs MJUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR.

3. By entering into this Master Contract with CONTRACTOR, whether as employees or subcontractors of CONTRACTOR, MJUSD employees are hereby notified that their wages, hours and benefits as MJUSD employees are not included or factored into their compensation under CONTRACTOR, and agree to honor MJUSD materials and facilities strictly for the mission, goals, and objectives exclusively for those purposes, separate and apart from their obligations under CONTRACTOR. Access to facilities are only permitted in accordance with the terms of conditions of the Master Contract with CONTRACTOR, and employment with MJUSD is not under any circumstances or conditions to be construed, implied, or utilized for the purposes of the CONTRACTOR under this Master Contract.

L. INDEMNIFICATION AND HOLD HARMLESS

1. To the fullest extent allowed by law, CONTRACTOR shall defend, hold harmless, and indemnify the MJUSD, its Board Members, administrators, employees, agents, volunteers, and subcontractors (collectively, MJUSD Indemnitees) against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors, or

anyone employed directly or indirectly by it (excluding MJUSD and MJUSD Indemnitees) and from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of MJUSD.
b. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
c. Any liability that may arise from the CONTRACTOTR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition, or patented invention, under the Master Contract.

M. INSURANCE

1. Prior to commencement of this Contract, MJUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than $1,000,000 per claim/occurrence, and $2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If MJUSD determines that change in insurance coverage obligations is necessary, MJUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to MJUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to MJUSD the following:

a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to MJUSD Categorical Programs Department at least thirty (30) days before such discontinuance or material change.

b. Any deductibles or self-insured retentions shall be declared in writing to MJUSD. MJUSD approval is required for any amounts over $25,000.

c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by MJUSD Categorical Programs Department.

4. Lines of Insurance/Coverage:

a. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract,* commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

b. *For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

c. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are provided on MJUSD property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent, and student property.

d. **Professional Liability or Errors and Omissions Liability** (if not included in General Liability) since CONTRACTOR is providing professional or specialized educational services. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

e. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on MJUSD property, or in the course and scope of this Contract.* Limits of liability shall include a minimum of $1,000,000 combined single limit.

f. **Conditions for coverage regarding transportation:**
   1) CONTRACTOR is NOT to transport students.
   2) If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving the CONTRACTOR's services, transportation is the responsibility of the student and/or parent/guardian.

g. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased, or

controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

h. **Cyber Liability, including Business Interruption** (if not included in Commercial General or Property liability) if services include, but are not limited to the loan, rental, lease, purchase, or donation of electronic hardware, software, components, hard drives, external drives, and disks to students and/or parents. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

i. **Educator's Legal Liability** (if not covered under Professional or Error and Omissions Liabilities), if services include the development and delivery of educational curriculum. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

j. **Legal Liability** for copyright infringement, patent invention (if not already included in Professional or Error and Omissions Liabilities, or Cyber Liability), given the use of curriculum materials which may be purchased, leased, rented, or borrowed. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

a. Any deductibles or self-insured retentions must be declared to MJUSD, and amounts greater than $25,000 must be approved by MJUSD. At the option of the MJUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MJUSD, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to MJUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.

b. Such endorsement shall be completed on none other than ISO – CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

   a. To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

   a. Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

   a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors, and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against MJUSD for any and all claims for bodily and personal injury, including employers' liability, (Coverages A and B) and third party over actions against the MJUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers, and guests.

   b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of MJUSD for all work performed by CONTRACTOR, its employees, agents, and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

   a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to MJUSD's Categorical Programs Department, a copy of such notice.

   b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST MJUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: MJUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: MJUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

a. The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. MJUSD's Business Services) with notification of bodily injury, personal injury, or loss of property to each parties' officials, employees, agents, volunteers, guests, and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses, and potential liability exposures.

13. Injury and Illness Prevention:

a. Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall complete the following forms as applicable, within 24 hours of such incident/accident:

N. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to MJUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving MJUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of the indemnification, hold harmless, and insurance/coverage requirements as specified in Sections (II) (L) and (M). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to MJUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract Section (II) (M) with respect to each such independent contractor by either.

a. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),[1] as evidenced by submitting complete copies of all CONTRACTOR's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage; or

b. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements, and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (M) above.

3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (L) of this Master Contract.

4. If CONTRACTOR hires an MJUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a MJUSD employee for any purpose pursuant to this Contract.

b. The individual is not performing any work for MJUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from MJUSD, waives any rights of subrogation against MJUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor, or independent contractor relationship with CONTRACTOR.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements, and policies as described in this Master Contract shall also constitute a material breach of, and may result in, termination of the Master Contract.

[1] A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

O. CONFLICTS OF INTEREST & CODE OF ETHICS

a. CONTRACTOR shall provide to MJUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with MJUSD that constitutes or may constitute a conflict of interest.

b. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-MJUSD business while on MJUSD property or time.

c. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to MJUSD prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

d. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of MJUSD any cash or non-cash gratuity or payment with view toward securing any business from MJUSD or influencing such person with respect to the conditions, or performance of any contracts with or orders from MJUSD, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between MJUSD and CONTRACTOR.

e. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide MJUSD with all documents or other information reasonably necessary to enable MJUSD to determine whether or not a conflict of interest existed or exists.

f. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies MJUSD may have.

P. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, disability, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

Q. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of MJUSD students with appropriate information including complaint forms.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and MJUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for MJUSD students, as specified in MJUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the MJUSD student's SLP (including, but not limited to, screenings, MJUSD-designated and other assessments, or interviews that occur prior to or as a condition of MJUSD student's enrollment under the terms of this Master Contract).

B. STUDENT ELIGIBILITY

1. CONTRACTOR or anyone working on the CONTRACTOR'S behalf shall not alter SES enrollment forms. CONTRACTOR may not enroll students. 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 and online at mjusd.com.

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

C. STUDENT LEARNING PLAN (SLP)

1. CONTRACTOR shall develop an SLP for each MJUSD student to whom CONTRACTOR is to provide SES. SLP shall only be prepared for MJUSD students enrolled in CONTRACTOR'S program with the approval of Categorical Programs. An original SLP must be submitted and approved by MJUSD for each student before tutoring can begin for that student.

2. CONTRACTOR shall schedule and administer student pre-testing prior to creating the SLP. CONTRACTOR shall consult with parent in the development of the SLP.

3. All District-approved SLP's must be signed by parent, CONTRACTOR representative, and tutor.

4. If the CONTRACTOR prefers MJUSD determine the academic achievement goals and develop the SLP, the pretest assessment results must be forwarded to MJUSD prior to development.

5. CONTRACTOR must ensure that parent receives a copy of the District-approved SLP in the home language of the parent.

6. CONTRACTOR may only tutor students in one subject area per academic year. CONTRACTOR may not provide homework assistance or other services not defined in the student's SLP.

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

8. Any and all changes to an MJUSD student's educational program shall be made solely on the basis of a revision to the MJUSD student's SLP. At any time during the Term of this Master Contract, an MJUSD student's parent or MJUSD may request a review of an MJUSD student's SLP.

9. CONTRACTOR may not offer or provide incentives to students or parents.

D. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by MJUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with MJUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

E. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each MJUSD student's SLP, and all instruction shall be provided outside of the normal school day.

F. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the MJUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the MJUSD student's SLP.

G. MJUSD STUDENT ATTENDANCE/PROGRESS REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, schools, and Categorical Programs monthly written attendance/progress reports pursuant to the requirements specified by Categorical Programs and as described on the ISA. A copy of the attendance/progress reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of MJUSD and/or the MJUSD student's parent.

2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each MJUSD student and administer post-test assessments to each MJUSD student at the end of the term of the relevant student's SLP. CONTRACTOR shall not charge MJUSD student's parent nor MJUSD for the provision of attendance/progress reports, and/or any assessments including the pre/post-test assessments, any interviews, development of student learning plans, or meetings. Parent shall not be charged for any service rendered under the SLP. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide MJUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

H. MJUSD STUDENT CHANGE ENROLLMENT

If an MJUSD student changes enrollment to a school outside of MJUSD's service boundaries or an MJUSD school whose students are not eligible for SES under the ESEA Act, MJUSD shall not be responsible for the costs of services delivered after the MJUSD student's change of enrollment.

I. WITHDRAWAL OR DISMISSAL OF MJUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to Categorical Programs when a parent of an MJUSD student has requested a withdrawal from services with stated reasons, or an MJUSD student is dismissed from services for nonuse, or lack of attendance for thirty (30) consecutive billable days.

J. PARENT ACCESS

CONTRACTOR 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. CONTRACTOR shall comply with any known court orders regarding parental visits and access to MJUSD students.

K. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use MJUSD facilities must complete an Application for Use of School Facilities Form from the school or District Business Services office and maintain the required certifications and insurance as outlined in the Application. Application for Use of School Facilities Forms must be turned into the school office of each campus the CONTRACTOR wishes to utilize. The Application must be approved before access is permitted. Hourly rates for MJUSD facilities shall apply.

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

3. CONTRACTOR shall not conduct any marketing or soliciting of services or products, or of any other business-related activities on MJUSD school campuses.

4. CONTRACTOR shall not conduct activities which pose greater risk of bodily and personal injury than that contemplated by the services provided under this Master Contract. Such activities are designated as Risky Activities. Examples of Risky Activities include conducting carnivals or fairs which involve rebounding devices (e.g. bounce houses, inflatable houses), water activities (e.g. dunk tank), or any other activities which require student participation in a recreational capacity beyond the scope of the educational services of this contract. Such activities require separate application for facility use, fees, and insurance. If such activity is contemplated by CONTRACTOR, it shall be identified separately from the proposal for services, not included in the proposal for services, and shall not be included in the fees for this contract, nor shall MJUSD be charged for such activity.

L. SUPPLIES AND EQUIPMENT

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

M. MONITORING

1. CONTRACTOR shall allow access by MJUSD to its facilities for periodic monitoring of each MJUSD student's instructional program. MJUSD shall have access to observe each MJUSD student at work, observe the instructional setting, interview CONTRACTOR, 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 CONTRACTOR'S site administrative office. CONTRACTORS who provide online internet tutorial services, before services are provided under this Master Contract, shall provide to MJUSD all website addresses, passwords, and any other information necessary to permit MJUSD to access CONTRACTOR'S online services.

2. If requested, CONTRACTOR shall participate in person for an annual review process as deemed appropriate by MJUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of MJUSD students, MJUSD student achievement growth, and Master Contract compliance.

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

4. CONTRACTOR 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.

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

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR 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 CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any MJUSD student, unless CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall certify in writing to MJUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current MJUSD or other school district's employees must obtain CDOJ/FBI clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.

2. CONTRACTORS 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.

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

4. Administrative staff for CONTRACTOR 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.

5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

6. Representatives for CONTRACTOR attending any MJUSD approved function where students are in attendance shall comply with all above clearance requirements described herein.

7. Before the start of service, clearance certifications shall be submitted to Categorical Programs pursuant to its requirements.

8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with MJUSD students with an identification badge that Appends the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, online, home, and/or individualized **instruction** or related services are qualified in the area in which the individuals are providing SES.

2. CONTRACTOR shall utilize only tutors, including online tutors, who, at a minimum meet the following qualifications:

   a. Reside in the United States of America.
   b. Completed at least 2 years of study at an institution of higher education;
   c. Obtained an associate's or higher degree; or
   d. Possess at least one year of education related experience in English language arts, mathematics, and/or science prior to being hired.
      i. Only the following types of experiences in English languages arts, mathematics, and/or science satisfy this requirement:
         1. Experience as a tutor;
         2. Experience providing program or instruction to youth;
         3. Experience as a substitute or youth teaching; or
         4. Experience as a paraprofessional or instructional aide.
      ii. CONTRACTOR must designate a program monitor to which all of the following apply, and is noted on the ISA as such. The program monitor must:
         1. Reside in the state of California;
         2. Have a place of business and contact information in the state of California;
         3. Supervise the work of teachers and tutors; and
         4. Provide access to on-going staff development for teachers and tutors.

3. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall submit to MJUSD a staff list, and all current licenses, credentials, permits, and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall, in

a manner specified by Categorical Programs, notify MJUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of SES to MJUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to MJUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by MJUSD. MJUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services.

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

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

4. CONTRACTOR will ensure that all substitute tutors have the same clearances for criminal background and tuberculosis as are required for regular employees and shall submit notice of such clearances to MJUSD.

V. HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and MJUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide SES to MJUSD students in facilities that comply with all applicable federal, state and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of MJUSD Categorical Programs administrator.

C. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves as an MJUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each MJUSD student to whom medication is administered. Such written log shall specify the MJUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

D. INCIDENT/ACCIDENT REPORTING

a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Jami Larson, Director, 530-749-6160 or jlarson@mjusd.com) of any and all incidents/accidents involving bodily injury, personal injury, and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents.

b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, shall cooperate with MJUSD on any and all investigations into incidents/accidents conducted by MJUSD and/or its agents.

c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives, or agents, involved in an incident/accident shall submit in writing, within 24 hours of such incident/accident, an accident or incident report relating to MJUSD students to Categorical Programs via email or US Mail.

E. CHILD ABUSE REPORTING

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

F. REPORTING OF MISSING CHILDREN

CONTRACTOR assures MJUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Categorical Programs. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION

A. REQUIRED DOCUMENTS AND FORMS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by MJUSD, including but not limited to: ISA, SLP, and monthly attendance/progress reports. CONTRACTOR may not alter forms. Any altered forms will be considered null and void.

2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as MJUSD will not provide computer(s) to CONTRACTOR.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Categorical Programs.

a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, SES enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void.

b. CONTRACTOR and its representatives shall not enter any MJUSD campus, MJUSD sponsored activity, or contact school employees during contract time for SES recruitment purposes at any time.

c. If CONTRACTOR is not able to commence services to student on its list within thirty (30) days of receiving their student list, then MJUSD may reassign students not being serviced to another provider.

d. If CONTRACTOR has students reassigned because they were unable to commence services within thirty (30) days of receiving their student list, then MJUSD may consider the CONTRACTOR ineligible to provide services for the remainder of the contract.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each MJUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature, initials are not sufficient, shall appear on such forms and shall be available for review, inspection, or audit by MJUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA.

3. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and MJUSD. All services for the students by the CONTRACTOR shall end on April 29, 2016. Under special circumstances, if there is a need to extend the service period beyond April 29, 2016, MJUSD will provide written approval for an extension of the service period. All invoices shall be submitted to MJUSD by June 30, 2016.

4. CONTRACTOR shall receive compensation only for sessions attended by qualified MJUSD students whose names have been provided to CONTRACTOR by Categorical Programs, and for SES actually provided to MJUSD students. CONTRACTOR shall not receive compensation for MJUSD student absences. CONTRACTOR shall submit invoices and related documents to MJUSD for payment, for each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by MJUSD Categorical Programs. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting

period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. MJUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be within forty-five (45) days after MJUSD receipt of invoice prepared and submitted as specified by Categorical Programs. CONTRACTOR shall correct any deficiencies and resubmit invoice no later than thirty (30) days after the invoice is returned by MJUSD. MJUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by MJUSD. CONTRACTOR shall submit to MJUSD the final itemized invoice for services no later than June 30, 2016.

5. MJUSD is not obligated to pay for unsatisfactory services provided that MJUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to MJUSD's satisfaction within that 30-day period, there will be no interruption in payment.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of MJUSD, which may be granted or withheld in MJUSD's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of MJUSD. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. MJUSD may withhold payment to CONTRACTOR when:

   a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA and/or SLP;

   b. CONTRACTOR was overpaid by MJUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;

   c. Education and/or related services were provided to MJUSD students by personnel who are not appropriately identified to MJUSD as credentialed, licensed, or otherwise qualified;

d. MJUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more MJUSD students enrolled in CONTRACTOR'S educational program; and/or

e. CONTRACTOR receives payment from another agency or funding source for a service provided to an MJUSD student;

f. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VII)(C)(1)(d) above, MJUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.

3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, MJUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.

4. If the basis for the withholding is Section (VII)(C)(1)(c) above, MJUSD may only withhold payment for services provided by the applicable individual.

5. If the basis for the withholding is Section (VII)(C)(1)(e) above, MJUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the MJUSD student.

6. If MJUSD determines that cause exists to withhold payment to CONTRACTOR, MJUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that MJUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for MJUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for MJUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, MJUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional fifteen [15] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STAFF ABSENCE: when CONTRACTOR'S service provider is absent, MJUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

2. STUDENT ABSENCE: MJUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR may not provide any incentives to students or parents. This shall include, and not be limited to, any incentives such as computers, laptops, phones, etc.

2. CONTRACTOR may not offer any incentive/payment of any amount to any MJUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the TERM of this Master Contract, the CDE or the MJUSD Board of Trustees fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, MJUSD may either (a) terminate the Master Contract, without further liability to MJUSD, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, MJUSD shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall MJUSD be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and MJUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures, and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers,

clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by MJUSD. CONTRACTOR shall make available to MJUSD all budgetary information including operating budgets submitted by CONTRACTOR to MJUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at MJUSD or CONTRACTOR'S office (to be specified by MJUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to MJUSD within five (5) days of receipt of a written request from MJUSD. CONTRACTOR shall, at no cost to MJUSD, provide assistance in such examination or audit. MJUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by MJUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to MJUSD upon request.

5. If an inspection, review, or audit by MJUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes MJUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, MJUSD shall provide the basis for such demand. Unless CONTRACTOR and MJUSD otherwise agree in writing, CONTRACTOR shall pay MJUSD the full amount owed. CONTRACTOR shall make such payment to MJUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

1. By signing this document, the CONTRACTOR certifies that it and its principals and/or subcontractors:

a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Contract, MJUSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on October 13, 2015 and terminates at 5:00 p.m. on June 30, 2016, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon MJUSD Board approval.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in MJUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the MJUSD.

K. NOTICES

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

For the LEA: Jami Larson, Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Categorical Programs

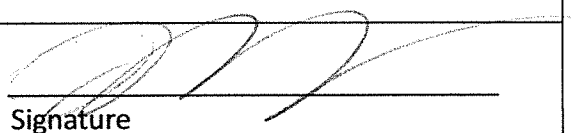
For PROVIDER: Name/Title: Deanna Terzian, President

Address: 700 Airport Boulevard, Suite 450

City/State/Zip: Burlingame, CA 94010

Email: ses@tutorworks.org

Phone: (650) 298-8867

Marysville Joint Unified School District	**CONTRACTOR**
Ryan DiGiulio Assistant Superintendent Business Services Date	By:  Signature Deanna Terzian, President Title 10/1/2015 Date

All signatures must be in blue ink.

APPENDIX A

INDIVIDUAL SERVICES AGREEMENT

Marysville Joint Unified School District
2015-16 Individual Services Agreement

Directions for Completion: Attach a copy of your CDE approved SES Application. **Please note the Marysville Joint Unified School District (MJUSD) does not allow provider incentives in any form.** The Individual Services Agreement (ISA) must be aligned with the academic components of your California state-approved application. Additional information not in your state-approved application will be collected in this ISA. Approval of an ISA between each SES provider and the MJUSD is required before any tutoring services can begin. Any changes to the ISA must be delivered to and approved by Categorical Programs a full two weeks before changes to student services can take place. **This document must be typed; handwritten agreements will not be accepted. Incomplete ISAs will not be accepted.**

Contacts

Provider Contact Information

SES Provider Name: TutorWorks, INC

Administrative Contact Person, Title, and Position: Kenya Davis, SES Administrator

Address/City/Zip: 700 Airport Boulevard, Suite 450, Burlingame, CA 94010

Phone: (650) 298-8867 Fax: (866) 694-3525 E-mail: ses@tutorworks.org

Program Monitor Contact Information

Program Monitor, Title, and Position: Isiah Davis, Area Manager

California Address/City/Zip: 700 Airport Boulevard, Suite 450, Burlingame, CA 94010

California Phone: (650) 298-8867 Ext. 922 California Fax: (866) 694-3525 E-mail: idavis@tutorworks.org

English Speaking Parent Contact Information

Name, Position: Isiah Davis, Area Manager

Address/City/Zip: 700 Airport Boulevard, Suite 450, Burlingame, CA 94010

Phone: (650) 298-8867 Ext. 922 Fax: (866) 694-3525 E-mail: idavis@tutorworks.org

Spanish Speaking Parent Contact Information

Name, Position: Maria Lopez, Customer Relationship Specialist

Address/City/Zip: 700 Airport Boulevard, Suite 450, Burlingame, CA 94010

Phone: (650) 298-8867 Ext. 501 Fax: (866) 694-3525 E-mail: ses@tutorworks.org

Hmong Speaking Parent Contact Information

Name, Position: To Be Determined

Address/City/Zip:

Phone: Fax: E-mail:

Location of Services

Select the location of SES services (check all that apply):

- ☑ Student's Home
- ☑ Central Location - Library or Community Center
- ☑ School Site
- ☑ Online with Live Tutoring Assistance
- ☐ Online with Internet Required
- ☐ Computer-based without Internet
- ☐ Other: _____

Central Location
If tutoring services are provided at a library or central location(s), provide the address for each location(s).

Address/City/Zip: To Be Determined.

Phone:
Fax:
E-mail:

School Site
If tutoring services are provided at a school site, provide the list of school sites you wish to serve. Completing this section does **not** guarantee use of facilities or constitute submitting a request for facilities use.
Arboga Elementary, Cedar Lane Elementary, Edgewater Elementary, Johnson Park Elementary, Linda Elementary, Olivehurst Elementary, Anna McKenney Intermediate, Foothill Intermediate, Yuba Gardens Intermediate.

Program Specifics

Grade levels to be served: K-8th grade

Subjects offered: English Language Arts and Mathematics

Minimum number of students to serve in MJUSD: 5

Maximum number of students to serve in MJUSD: No maximum

Technical equipment is used as the primary instructional tool for the delivery of SES services: ☑ Yes ☐ No
(Students are not allowed to keep the computer, tablet, or other technical equipment after he/she completes the program. This qualifies as an incentive, and MJUSD does not allow SES incentives.)

Type of student grouping (check all that apply):
- ☐ One-on-one
- ☐ Large Group
- ☐ Online
- ☑ Small Group
- ☑ Computer-assisted

Student to staff ratio: 6:1

Minimum number of tutoring hours provided to MJUSD students – not including the required pre- and post-testing that cannot be billed to MJUSD or parents: 12.66 Hours

Number of instructional minutes per tutoring session: 60 minutes-120 minutes

Number of sessions a week: 1-2

Days of the week SES are offered: Monday-Friday

Describe how the student learning goals are determined:
Students' needs are initially assessed by analyzing diagnostic and summative measures administered by the school, the state, and TutorWorks. State summative assessments, such as the California Standards Test (CST) and the California English Language Development Test (CELDT) Test, and TutorWorks assessments in the Study Island Online California Standards Mastery (SI) language arts and math programs, comprise the diagnostic tools. Based on this information, specific student achievement goals are determined and each student is appropriately placed in the digital curricula. The students' goals, timetable for achievement, and intensity and length of the intervention are determined in consultation with parents/guardians and school staff, in accordance with existing 504 plans or IEPs. This instructional plan is finalized in a contract between TutorWorks, the school, and the parents/guardians.

Describe the required qualifications for tutors (CCTC teaching credential, college graduate, undergraduate college student, other): Our tutors must have a minimum of 2 years of college education or a teaching credential.

Describe the training and on-going professional development for instructional staff to ensure high quality tutoring services to students: The TutorWorks organization has an efficient system for staff professional development and growth that directly relates to their qualifications and skills in effectively working with and tutoring students. Certification is the process by which TutorWorks recognizes employees for their competency in skills important to the success of TutorWorks students and programs. The certification process includes graduated levels of proficiency that correspond to increased staff responsibility and compensation. The professional development program includes specific documentation, skill modules, training modules, and a 30 hour on-site internship requirements. Examples of skill and training modules are Tutoring Skills and Working with English Language Learners.

Describe how the goals of each student are communicated to the assigned tutor:
TutorWorks communicates with staff on a daily basis via email or phone. We also hold a meeting once a week where all of the tutors meet with their supervisor.

List requirements for students to access your SES program - include all equipment necessary (computer access, internet connection, phone lines, etc.): There are no requirements for the students.

If provider is approved to provide specialized instruction for students with disabilities, describe how curriculum is individualize for special needs students: Through its differentiated and personalized instruction, TutorWorks is able to modify both curriculum and goals for all learners. The computer-based Explode the Code literacy curriculum provides the exact kind of literacy instruction that most benefits students with disabilities: it

has both auditory and rich visual supports, both word-level and text-level skill development, clear instructional objectives, highly motivational structures, direct instruction in phonics as well as phonological awareness with auditory aids, word identification activities, repetitive practice and embedded assessment. Moreover, the automatic branching features of both the math and reading curricula allow for curriculum differentiation and individualized pacing for students, with students being challenged at an appropriate level, other important considerations for students with disabilities. Such programs have been shown to be an effective complement to classroom instruction for learning disabled students. One-on-one and small group tutoring sessions further accommodate the needs of students with disabilities.Specific modifications and accommodations for students with disabilities are identified upon student enrollment in the program and incorporated throughout their participation. For example, the time and length of intervention may be changed to accommodate student learning styles and needs. Similarly, the distribution of time in computer-assisted instruction versus one-on-one tutoring or small group tutoring may be altered. During the one-on-one and small-group tutoring sessions, students with disabilities have the opportunity for additional instruction by credentialed teachers to gain greater conceptual understanding of material and practice skills particular to their needs. In this way, the multiple methods of tutoringaccommodate the different learning styles of all students, both with and without IEP's and 504 plans. Since all instructional content is personalized, an individual student's goals and content in the tutoring program are modified as necessary. In 2007, TutorWorks was one of nine providers in the State of California (out of 185 approved providers) that received a designation by the State as a specialty provider to serve students with disabilities and English language learners. The designation was earned based on the program design and demonstrated results with students with disabilities and English learners.

If provider is approved to provide specialized instruction for English learners, describe how instructional support is provided: Each site has at least one bilingual staff member conversant in the language of a target English learner population. These staff members utilize one-on-one and small-group tutoring arrangements to help provide comprehensible input to the English Language Learners as they navigate new curriculum challenges. TutorWorks meets the needs of English language learners in a variety of ways. This includes working with students in small groups or one-on-one. We also use highly engaging language development software that motivates students. Finally, TutorWorks has highly trained staff that have the skills to support the learning needs of English language learners. TutorWorks believes that small group and one-on-one tutoring is an effective method to meet the needs of English language learners. Working with students in small groups provides us with an opportunity to address individual needs. One of the software programs that TutorWorks' students use is Explode the Code. The program is rich in visual and auditory lessons. Explode the Code reinforces language skills including: phonemic awareness, phonological awareness, vocabulary development, fluency and reading comprehension. These skills are essential to English language and literacy development. TutorWorks has highly trained staff. Staff is knowledgeable in the effective research-based methods to work successfully with English language learning students. Finally, each TutorWorks' site has at least one bilingual staff member conversant in the language of the target English learner population. These staff members utilize one-on-one and small-group tutoring arrangements to help provide comprehensible input to the English Language Learners as they navigate new curriculum challenges.

Attach Pre/Post Assessment to be utilized.

Marketing

Fully explain strategies for recruiting MJUSD students. Please keep in mind, MJUSD does not allow incentives of any kind. In addition, only students and parents will be allowed to turn in SES applications to the school office of district office.
No strategies for MJUSD recruitment.

Parent Outreach and Communication

Describe the protocol for contacting parents regarding new student enrollment: TutorWorks makes an initial phone call to inform each parent that his/her child was approved to receive our services. If we are unable to reach a parent by phone, a letter will also be sent in the mail. In addition, we contact our parents at least five days prior to the beginning of the program to notify them about the schedule and location of the program. At this time parents are also informed about the importance of good attendance. Finally, phone calls are made the day before as a reminder to parents that the program will begin. A parent meeting is held after the students complete the pre-test to go over the assessment results in detail with the parents.

Describe the protocol for contacting parents for student concerns including discipline and attendance: Our staff is trained to make necessary phone calls to parents if and when an issue arises due to discipline or lack of attendance. Tutors are required to make daily phone calls to inform the parents of absences. In addition, TutorWorks has an "open door" policy which invites parents to meet with the program staff to discuss diagnostic test results, attendance, etc.

Describe the protocol for responding to parent complaints.
TutorWorks holds a parent meeting at the beginning of the program where we inform parents about our complaint procedures.

Describe how the Monthly Attendance/ Progress Reports will be disseminated to the parents and the school: TutorWorks employs sophisticated computerized monitoring tools to monitor and promote student outcomes as well as follows the district requirements. Indicators such as curriculum activities attempted, curriculum activities completed, component literacy or math skills mastered, attendance, time on task, as well as sophisticated diagnostic information, are all collected instantaneously by the computer software. TutorWorks staff utilize this rich information daily to prescribe changes in individual students' tutoring intervention, motivate students to succeed, and communicate to parents about student progress. With internet access, parents have continual real-time access to much student achievement and progress data, including attendance, curriculum units completed, mastery of skills and performance on formative assessments. (Parents are taught how to access these reports during our parent meeting.) While parents can access student information, the program does not assume that parents have the access to technology to monitor student progress. Therefore, individualized progress reports in the form of monthly newsletters inform parents of student progress. Also, when a student completes all of his/her curriculum goals, parents receive written notification of the achievement. All written communication to the parents/guardians is done in both English and Spanish. Finally, TutorWorks personnel communicate directly with parents. Parents are invited to meet with program staff to discuss diagnostic test results, attendance, etc. The bilingual staff assist in communicating with parents who are speakers of other languages.

Describe procedures to notify parents and students when SES sessions are canceled or rescheduled:
Our staff is trained to make necessary phone calls to parents if and when an issue arises. When a session has been cancelled or rescheduled the school and parents are notified immediately.

Signatures

To operate as a SES provider in the MJUSD, the company authorized representative certifies that its services will be provided in accordance with the academic components of their California approved application, the Master Contract, and the ISA.

If any of the information contained in the Master Contract or ISA entered into with the MJUSD changes during the contract term, you are required to submit these changes in writing Categorical Programs within five (5) working days.

Provider Signature (Blue Ink)	Deanna Terzian Provider Printed Name (Blue Ink)	10/1/15 Date

Contract documents must be received typewritten, in hard copy, and with original signature by Categorical Programs by Friday, October 2, 2015 at 10:00 a.m. Electronic versions will not be accepted.

APPENDIX B

STUDENT LEARNING PLAN

Plan # _____

Marysville Joint Unified School District
Student Learning Plan (SLP) 2015-2016

All sections of the SLP must be completed and approved by MJUSD prior to the start of tutoring services. SLPs that have been altered will be considered null and void. All signatures must be in blue ink.

PART I: Student Information

Student Name: _____ School: _____ Grade: ____ ID#_____

Parent/Guardian Name: _____ Phone: _____ Cell:_____

Address: _____ City: _____ Zip: _____

Indicate if the student is identified for services: ☐English Learner ☐Special Education

PART II: Provider Information

Provider: _____ Phone: _____ Email: _____

Tutoring Subject Area (Select One): ☐Reading/Language Arts ☐Mathematics ☐Science

Tutor-to-Student Ratio: ☐One-on-one ☐Small group (2-5) ☐Large group (6-10) ☐Online ☐Computer Assisted

Tutoring Schedule:
Time of tutoring sessions from _____ to _____ Days of the week: _____

Total hours of service to be provided: _____ Total sessions: _____

Beginning date of services: _____ Ending date of services: _____

Tutoring Location: _____

Confidentiality Agreements:
SES Provider agrees not to disclose to the public the identity of this student without written consent of the parent.

_____ _____
SES Provider Signature **Date**

Parent agrees to release academic testing information regarding their student to the parent-selected SES provider.

_____ _____
Parent Signature **Date**

Parent request to terminate services with provider
Parents will notify Marysville Joint Unified School District if they wish to terminate the services of an SES Provider. Parents must follow-up with the termination request in writing to Marysville Joint Unified School District.

PART III: Student Learning Plan (SLP)

The SLP developed in consultation with the student's parent/guardian, LEA and SES provider, outlines: (a) two or three specific goals in one subject area that are directly correlated to grade level appropriate standards, (b) services that will support the achievement of the goals, (c) the assessment tools used to measure extent to which goals are met, and (d) use of technology assisted learning, if applicable.

Date of Consultation with Parent: _____ Time: _____ to _____

Method of Consultation: ◇Face-to-face ◇Phone ◇Email ◇Letter ◇Other_____

Provider will include additional page(s) outlining the Academic Achievement Goals, Learning Activities, Measurement Tools, and use of Technology, if applicable.

Individual Education Program (IEP)
In the case of a student with disabilities, the SLP (goals, activities, measures, and timelines) will be consistent with the student's IEP pursuant to the Individuals with Disabilities Act.

PART IV: Parent, Provider, District Acknowledgements

SLP Agreements
I, the parent/guardian, have met and discussed with the SES provider the information regarding the tutoring program and achievement goals for my child. I have participated in the writing of this SLP and request to contract with the listed provider for tutoring services for my child.

_____	_____	
Parent Signature	Parent Name (Print)	Date
_____	_____	
Tutor Signature	Tutor Name (Print)	Date
_____	_____	
SES Provider Signature	Name and Title (Print)	Date

The LEA administrator for SES has reviewed and agrees to the SES provider implementation of the student learning plan described here.

_____		_____
Jami Larson	Director of Categorical Programs	Date

Monthly student progress reports must be submitted to the parent, school site, and District along with monthly billing.