



**JIM ENTERPRISES INC.  
INDEPENDENT CONTRACTOR EDUCATIONAL SERVICES AGREEMENT FOR  
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

This Service Agreement ("Agreement") is hereby entered into, on this date of January 15, 2021 between Paso Robles Joint Unified School District, hereinafter referred to as "Local Educational Agency (LEA)," and "CONTRACTOR," as more specifically identified below (collectively "PARTIES"):

<b>CONTRACTOR</b>	<b>JIM Enterprises Inc. dba: Jump Into Math</b>
<b>TAXPAYER ID NUMBER:</b>	<b>20-5632174</b>
<b>MAILING ADDRESS:</b>	<b>3031 W. March Lane, Suite 300E</b>
<b>CITY, STATE, ZIP:</b>	<b>Stockton, CA 95219</b>
<b>PHONE NUMBER:</b>	<b>(209) 474-6284</b>

PARTIES agree as follows:

1. **Term.** This Agreement shall be effective from the date executed to June 30th of the current school year for the LEA.
2. **Services.** In accordance with this Agreement, CONTRACTOR agrees to provide services pursuant to this Agreement. The parties anticipate that Contractor will provide Math classes on a regular and fixed schedule as shown on **Exhibit A**. Additionally:
  - a) Classes will begin no earlier than a full roster of identified students are confirmed to begin sessions. It is the LEA's responsibility to support identification and recruitment all initial and replacement students.
  - b) For all Migrant Education Students/Immigrant Students, CONTRACTOR agrees to provide services that are consistent with their language needs and abilities.
  - c) CONTRACTOR shall maintain attendance records that detail the date, time, and location of instructional sessions. LEA will have the right to replace paid enrollment openings within the first eight (8) scheduled sessions.
  - d) CONTRACTOR shall provide Pre/Post Data results.
3. **Compensation.** LEA agrees to pay CONTRACTOR for Services rendered pursuant to the rates per **Exhibit B** of this Agreement. LEA shall pay CONTRACTOR according to the following terms and conditions:
  - a) LEA invoiced for full contracted amount.
  - b) CONTRACTOR to provide monthly invoice for services rendered.

- c) LEA shall provide payment to CONTRACTOR within 30 days of invoice date.
4. **Facilities.**
- a) For Onsite Instruction: Use of LEA facilities such as classroom, computer labs, libraries or other facilities will be provided at no charge.
- b) LEA shall provide Wi-Fi access.
- c) For Virtual Instruction: Use of LEA Chromebook per student will be provided at no charge.
- d) LEA shall provide Wi-Fi access (if necessary).
5. **Materials.** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services.
6. **Expenses.** LEA shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR beyond the Compensation in performing Services for LEA, except as follows (specify, if any): **NONE**
7. **Independent Contractor.** CONTRACTOR, in the performance of this Agreement, shall be, and act as, an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of LEA, and are not entitled to benefits of any kind or nature normally provided employees of LEA and/or to which LEA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services.
8. **Clearance Requirements.**

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 both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees, subcontractors and volunteers. CONTRACTOR hereby agrees that its employees, subcontractors and volunteers shall not come in contact with LEA students in the performance of Services pursuant to this Agreement until CDOJ and FBI clearances are confirmed. CONTRACTOR shall certify in writing to LEA that none of its employees, subcontractors and volunteers have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h) unless, despite the volunteer's, subcontractor's or employee's conviction of a violent or serious felony, he/she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j).

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

9. **Taxes.** CONTRACTOR acknowledges and agrees that it is the sole responsibility of CONTRACTOR to report as income the Compensation received from LEA and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of the Compensation shall be subject to withholding by LEA for the payment of social security, unemployment, or disability insurance.

LEA shall pay all taxes, however designated and in addition to any charges payable hereunder, incurred in connection with or as a result of this Agreement or the Services, including without limitation State and Local privilege, excise, sales and use taxes paid or payable by CONTRACTOR.

10. **Confidentiality.** CONTRACTOR shall not disclose to any person, other than employees, any Confidential Information. CONTRACTOR shall require employees to maintain the confidentiality of Confidential Information. "Confidential Information" includes education records, personally identifiable information, and information that is related to LEA's research, development, trade secrets and business affairs. Confidential Information does not include information that is generally known or easily ascertainable by nonparties through available public documentation.
11. **Intellectual Property Rights.** LEA acknowledges and agrees that CONTRACTOR owns, controls and/or possesses all legal right, title and interest in and to all lessons, programs, information, content, software and other material used in connection with or to perform Services under this Agreement or that is contained on CONTRACTOR's Website ([www.jimenterprises.net](http://www.jimenterprises.net)) or in any mobile or other application ("app") (collectively, "Content"), including but not limited to any copyrights, trademark rights, patent rights, moral rights and other intellectual property and/or proprietary rights therein, whether such rights are registered or unregistered, and wherever in the world those rights may exist. LEA's use or access to Content does not grant or otherwise confer to LEA ownership of any kind and any unauthorized use is strictly prohibited. Use of and access to CONTRACTOR's website and app are subject to the Terms and Conditions and Privacy Policy contained on CONTRACTOR's website.
12. **Non-Competition.** LEA acknowledges that CONTRACTOR services and responsibilities are of particular significance to CONTRACTOR and that the LEA'S awareness and involvement with the CONTRACTOR'S services could give the LEA an intimate knowledge of the CONTRACTOR'S services. LEA agrees that it will not endeavor to develop or deliver instructional math or language product/services of an equivalent nature utilizing similar hardware, software, materials, curriculums, or methodologies provided by CONTRACTOR for a period of two (2) years after CONTRACTOR ceases to provide any services to the LEA.
13. **Dispute Resolution.** Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared equally by the CONTRACTOR and the LEA. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting mediation and maintaining a good faith attempt to reach a mediated resolution.
14. **Insurance.** CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1,000,000.00 (ONE MILLION DOLLARS) per occurrence

(and \$2,000,000.00 (TWO MILLION DOLLARS) aggregate) combined single limit for bodily injury and property damage in a form mutually acceptable to both PARTIES to protect CONTRACTOR and LEA against liability or claims of liability which may arise out of this Agreement. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, such insurance as is afforded by this policy shall be primary, and any insurance carried by LEA shall be excess and noncontributory. No later than the start of services, CONTRACTOR shall provide LEA with certificates of insurance evidencing all coverages and endorsements required hereunder including a 30 (THIRTY) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name LEA and its officers, agents and employees as additional insured under said policy.

15. **Workers Compensation Insurance.** CONTRACTOR agrees to procure and maintain in full force and effect Workers Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers Compensation Act is filed against LEA by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless LEA from such claim.
16. **Use of Subcontractors.** CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the LEA.
17. **Nondiscrimination in Employment.** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, medical condition, marital status, or sex of such persons.
18. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

**LEA:**

**Rosario Farias Albano**  
**Migrant Education Program Supervisor**  
800 Niblick Road  
Paso Robles, CA 93446  
(805) 769-1380

**Contractor:**

**JIM Enterprises Inc.**  
**DeeAnn Antonini, CEO**  
3031 W. March Lane, Suite 300E  
Stockton, CA 95219  
(209) 474-6284

19. **Warranty of Authority.** Each of the PARTIES signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.



**LEA:** Paso Robles Joint Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Rosario Farias Albano  
Title: Migrant Education Program Supervisor

**CONTRACTOR:** JIM Enterprises Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: DeeAnn Antonini  
Title: CEO

**Exhibit A**  
***Session Overview***

**Jump Into Math - Student Program**

Program Type	Schedule	Duration	Days	Sessions	Location
Jump Into Math	TBD	30 hours	TBD	90 min. sessions	Virtual

## Exhibit B

### *Pricing Overview*

Jump Into Math- Student Programs					
Program Type	Duration	Minimum Per Group	Per Pupil	Enrollment	Total Price
Jump Into Math	30 hours	10	\$399.00	25	\$9,975.00
<b>Total</b>					<b>\$9,975.00</b>

## Exhibit C

### *Scope of Services*

Jump Into Math - Student Program
<ul style="list-style-type: none"> <li>• Virtual academic Math intervention program</li> <li>• Highly qualified staff hired &amp; trained by JIM Enterprises</li> <li>• 30 hours of instruction per student</li> <li>• Blended Instructional Model</li> <li>• Common Core Aligned Coach Math curriculum</li> <li>• Common Core Digital Coach Math Supplemental Curriculum</li> <li>• Pre and Post Assessments</li> <li>• End of Program Data Summary</li> </ul>