



**JIM ENTERPRISES INC.**  
**INDEPENDENT CONTRACTOR EDUCATIONAL SERVICES AGREEMENT FOR**  
**Coalinga-Huron Unified School District**

This Service Agreement ("Agreement") is hereby entered into, on this date of February 15, 2018 between the Coalinga-Huron 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.</b>
<b>TAXPAYER ID NUMBER:</b>	<b>20-5632174</b>
<b>MAILING ADDRESS:</b>	<b>3031 W. March Lane, Suite 330</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 and/or English language development 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 sole responsibility to identify and recruit all initial and replacement students.
  - b) For all English Learner students, CONTRACTOR agrees to provide services that are consistent with their language needs and abilities. Students must be proficient in reading and writing skills of their native language.
  - 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 four (4) scheduled sessions.
  - d) Within 30 days of session completion, CONTRACTOR will provide one overall program results summary.
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: **100% due upon session(s) completion per program.**

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4. **Facilities.** Use of LEA facilities such as classroom, computer labs, libraries or other facilities will be provided at no charge.
5. **Netbook/Tablet.** Each student will be provided with a netbook/tablet, including software to be used in the sessions by the CONTRACTOR, at its cost.
  - (i) The LEA will provide adequate and secure storage for the netbook/tablet between sessions at its cost and will be liable for replacement costs associated with any lost, stolen, or damaged netbooks/tablets while in its possession.
  - (ii) The CONTRACTOR will donate the netbook/tablet to those students that meet completion requirements upon permission of LEA.
6. **Materials.** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services.
7. **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**
8. **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.
9. **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.

10. **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.

11. **Competence.** CONTRACTOR's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
12. **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.
13. **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.
14. **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.
15. **Non-Solicitation.** Each Party (on behalf of himself, herself or itself and, to the extent that such Party would be responsible for the acts of the following persons under principles of agency law, its officers, employees and agents), while it is a Party to this



Agreement and for a period of one (1) year after it ceases to be a Party, shall not whether through an Affiliate or otherwise,

- (a) accept for full time employment any individual who has, within the preceding twelve (12) months, been an employee of, or consultant to, the other Party and has been involved in any way with the delivery of the Services within the scope of this Agreement, or

This section 14(a) does not apply to an individual replying to a general (ads, internet postings, etc.) solicitation for employment with the other Party, as long as the individual isn't providing services similar to the scope of Services of this Agreement.

- (b) aid or induce any current, previous or prospective customer, client, vendor, lender, supplier or sales representative (i) not to establish a relationship with the other Party or (ii) to discontinue such relationship or reduce the amount of business done with the other Party.

Notwithstanding the foregoing in this Section 14, the CONTRACTOR and LEA agree that the CONTRACTOR can hire LEA employees to provide classroom instruction pursuant to the terms and conditions of this Agreement.

- 16. **Scope of Restriction.** The parties have attempted to limit to the scope of the restrictive covenants set forth in this Article so as not to impede the Party except to the extent necessary to protect the Party and its business. The parties recognize, however, that reasonable people may differ in making such determination. Consequently, the parties hereby agree that if the scope or duration of such covenants would, but for this provision, be deemed by a court of competent authority to be unreasonable or otherwise unenforceable, such court may modify such covenants to the extent that such court determines to be necessary in order to grant enforcement thereof as so modified.
- 17. **Remedies.** The Parties recognize that the other Party will suffer irreparable injury in the event of a breach of the terms of this Article by any Party(s), and the other Party shall be entitled, in addition to any other remedies and damages available and without proof of monetary or immediate damage, to a temporary and/or permanent injunction, without bond, to restrain the violation of such sections by the breaching Party(s), and any of its officers, employees and agents acting for or in concert with the breaching Party(s).
- 18. **Termination.** LEA may, at any time, with cause, terminate this Agreement and compensate CONTRACTOR only for its costs and services rendered to the date of termination. Written notice by LEA shall be sufficient to stop further performance of Services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or not later than fifteen (15) days after the day of mailing, whichever is sooner. CONTRACTOR may terminate this agreement with or without cause by giving the LEA fifteen (15) days written notice of termination. CONTRACTOR will be compensated only for its costs and services rendered to the date of termination.
- 19. **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.

20. **Hold Harmless.** Each Party agrees to and does hereby indemnify, hold harmless and defend the other Party and its officers, agents, and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- a) Liability for damages for:
    - (i) death or bodily injury to person;
    - (ii) injury to, loss or theft of property; or
    - (iii) any other loss damage or expense arising out of (i) or (ii) above, sustained by the other Party or any person, firm or corporation employed by the other Party, either directly or by independent contract, upon, or in connection with, the Services, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Party or its officers, employees or agents.
  - b) Any injury to, or death of, any person, including LEA officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of CONTRACTOR, or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the Services, whether said injury or damage occurs either on or off LEA's property, except for liability for damages that result from the sole negligence or willful misconduct of LEA or its officers, employees or agents.
  - c) Any liability for damages that may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.
21. **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.
22. **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.

23. **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.
24. **Compliance With Applicable Laws.** The Services completed herein must meet the approval of LEA and shall be subject to LEA's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances applicable to independent educational evaluations.
25. **Permits/Licenses.** CONTRACTOR and all CONTRACTOR's employees, subcontractors or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services.
26. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire Agreement among the PARTIES to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services to be performed by CONTRACTOR.
27. **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.
28. **Non-Waiver.** The failure of LEA to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by LEA of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
29. **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:** **Coalinga-Huron Unified School District**  
**Lori Villanueva, Superintendent**  
657 Sunset St.  
Coalinga, CA 93210  
(559) 935-7500

**Contractor:** **JIM Enterprises Inc.**  
**DeeAnn Antonini, CEO**  
3031 W. March Lane, Suite 330  
Stockton, CA 95219  
(209) 474-6284

30. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid.

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Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provision of this section. At the date of this Agreement, the addresses of the PARTIES are as set forth above.

31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
32. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California.
33. **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:**      **Coalinga-Huron Unified School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Lori Villanueva

Title: Superintendent

**CONTRACTOR:**    **JIM Enterprises Inc.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: DeeAnn Antonini

Title: CEO

## Exhibit A

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## Session Overview

Jump Into English Parent Programs					
Program Type	Schedule	Duration	Days	Sessions	Location
Level 1	2017 – 2018	24 hours	2 days per week	120 minutes	Huron Elementary
Level 2	2017 – 2018	24 hours	2 days per week	120 minutes	Huron Elementary
Level 3	2017 – 2018	24 hours	2 days per week	120 minutes	Huron Elementary

## Exhibit B

### Pricing Overview

Jump Into English Parent Programs				
Program Type	Minimum Per Location	Per Pupil	Enrollment	Total Price
Levels 1, 2 & 3	16	\$1,246.50	30	\$37,395.00
				*CA Sales Tax <u>\$1,902.04</u>
				<b>Total \$39,297.04</b>
*10% Bundle Discounting				

## Exhibit C

### Scope of Services

Jump Into English Parent Programs
<ul style="list-style-type: none"> <li>English language development and technology program for parents.</li> <li>Three program levels: <ul style="list-style-type: none"> <li>Level 1: Beginning (24 hours)</li> <li>Level 2: Early Intermediate (24 hours)</li> <li>Level 3: Intermediate (24 hours)</li> </ul> </li> <li>Conveniently scheduled at the school site.</li> <li>Two hour sessions, twice per week</li> <li>Flexible scheduling</li> <li>Downloaded English language Development software</li> <li>Hands on technology instruction</li> <li>Tablet and Headset per parent</li> <li>JIE Parent Platform curriculum</li> <li>Pre and Post Assessments</li> <li>Parent survey</li> <li>End of Program Data Summary</li> </ul>

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