Cyberschool Web Hosting

**An Internet communication portal designed for
Schools, teachers, parents and students. Cyberschool is an invaluable addition to any
educational organization that is ready to enter the 21st century.**

Contractual Agreement

District/School Name: Sylvan Union School District
Contact Name: John Patten
Address: 605 Sylvan Ave
City/State: Modesto, CA 95350
Phone: (209) 574-5000
Number of Sites: 14 Sites
Requested Service: Web Development

Date: 12/08/2017

**Mohsen Attaran, President
Interactive Educational Services, Inc.
5401 Business Park South, Suite 108, Bakersfield, CA 93309
P: 661.859.1900   F: 661.859.1840**

Website Development, Hosting and Licensing Agreement
Between

Interactive Educational Services, Inc.,

AND

Sylvan Union School District
(14 Sites)

This Agreement, executed on 12/08/2017, by and between Interactive Educational Services, Inc. (Contractor) and Sylvan Union School District (District). District desires to receive services provided by Contractor, and Contractor desires to provide said services to District. Therefore, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK**

   District hereby agrees to purchase from Contractor and Contractor hereby agrees to sell to District, the Web Hosting Services specified in the Contractor Summary of pricing attached hereto and labeled Exhibit A.

2. **COMPENSATION AND PAYMENTS**

   All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice.

3. **OBLIGATIONS OF DISTRICT**

   District shall work with Contractor in a timely manner to design, implement, and host the website.

   District shall facilitate communication between Contractor and the representatives of each of the participating Districts and the School. District shall oversee the development and implementation of Cyberschool for the District.

   District shall assist in the organization for training of selected representatives from the District and participating schools. District will arrange for training of faculty and staff in a timely manner.

4. **INITIAL FEE**. Licensee shall pay a one-time **SPECIAL PRICING fee of $7,150.00** to Licensor for the development and training of fourteen (14) Websites at the signing of this contract.

   ONGOING FEE. Licensee shall pay an **ongoing fee of $7,000.00 (14 Sites)** to licensor for continued maintenance, website hosting & ongoing support. This fee will start after completion of the online training of the website.

5. **NO UNLAWFUL DISCRIMINATION**
Neither the District not the Contractor shall discriminate against any person because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, or sexual orientation. This prohibition against unlawful discrimination extends to any person who is perceived to have any of the above characteristics or who is associated with someone who has, or who is perceived to have, any of those characteristics.

6. **CONFIDENTIALITY**
Contractor shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of District employment and student records and information which he or she may have access to in the course of performing services for District.

7. **NOTICES**
Any notices herein provided to be given by either party shall be deemed given in writing and deposited in the US mail, postage prepaid and addressed as follows:

TO: Sylvan Union School District
Attn: John Patten
Address: 605 Sylvan Ave
City/State: Modesto, CA 95350
Phone: (209) 574-5000

TO: IES, Inc.
5401 Business Park S. Suite 108
Bakersfield, CA 93309
Phone: (661) 859-1900

Either party with a written notice may change the address to which the notices are to be sent. Nothing herein shall preclude the giving of any notice by personal service.

8. **MODIFICATION**
Notwithstanding any of the provisions of this agreement, this writing contains the entire agreement between the parties hereto, and there are no other agreements of understandings written or oral. This Agreement may not be changed or modified except in writing and signed by the parties hereto.

9. **FINGERPRINT CLEARANCE**
Contractor will ensure that Contractor or any employees of Contractor performing services for the District will have minimal contact with students. Consequently, the District has determined pursuant to Education Code 45125.1 (d) that employees of Contractor are not required to have been cleared by a fingerprint check performed by the California Department of Justice.

10. **COPIES OF AGREEMENT**
This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

11.   INDEPENDENT CONTRACTOR STATUS
This Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12.   EXCLUSION OF BENEFITS
Contractor understands and agrees that he or she and all of his or her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District, including but not limited to State Unemployment Compensation Insurance, or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

13.   INDEMNIFICATION
Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, except for the District's consequential damages and any damages resulting from or related to any failure or delay of Contractor in delivery or installation of equipment or from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, whether or not there is concurrent passive negligence on the part of District, its officers, agents, or employees, except for liabilities arising from the sole negligence or willful misconduct of District.

14.   CONTENT CONTROL
District is solely responsible for content of the website. Contractor agrees not to make any changes to the content or web site unless otherwise provided for under the terms of this Agreement.

Contractor, other than under the terms of this Agreement, shall not supplement, modify or alter any Work Product which has been accepted by District of any content (other than modifications strictly necessary to upload the Content to the Website) except with District's prior written consent.

District acknowledges that District is fully responsible for all website content, including but not limited to, verbiage, pictures, graphics, links, and for maintaining appropriate policies regarding the content and the use of the web site. District further acknowledges that Contractor has no liability for initial or subsequent website content.

15.   EXPANSION OF SERVICES
Services in addition to those specified above may be added to this Agreement by Addendum. Such Addendum will specify the additional services to be provided, the delivery date of such services, and the prices of such additional services. All the terms, provisions, and conditions set forth in this Agreement shall apply to the Addendum.

16. **GOVERNING LAW**
    This Agreement will be governed and construed in accordance with the laws of the State of California without giving effect to principles of conflict of laws. Both parties agree to submit to a jurisdiction in California and further agree that any cause of action arising under this Agreement may be brought in a court in Kern County, California.

17. **TERM AND TERMINATION**
    Termination Prior to Implementation- If terminated by District prior to implementation, Contractor is entitled to an hourly fee of $150.00 dollars on any work done from signing of the contract. However, if District terminates this Agreement because the product/services are defective, District shall be able to recover any amounts paid to Contractor. If terminated by Contractor prior to implementation, any fees previously paid to Contractor shall be refunded to District. Applicant may terminate this agreement at any time with 30 days' written notice. IES, Inc. will terminate this agreement for nonpayment of fees at any time fees are delinquent for more than 30 days.

    Termination After Implementation. Either party can terminate this Agreement effective thirty (30) days after notice of termination. District can terminate for any reason. Contractor can terminate only for the failure of District to pay training, hosting, maintenance, service, and any other costs in a timely manner. Contractor shall provide District a written notice of any such default. District will have ten business days from the time of receipt to cure the default prior to termination of Cyberschool by Contractor.

    Termination in First year - There is a $500.00 cancellation fee if the customer terminates the service in less than one year.

18. **Launching of the web site (s)**
    IES, Inc. will work with District on design and development of the web site(s) and will host the web site(s) when the sites are ready without charging web hosting prior to June 30, 2018.

IN WITNESS THEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

Sylvan Union School District   **Interactive Educational Services, Inc.**

Signature: _____   Signature:_____
      Signature of Authorized Person   Signature of Authorized Person

Name: _____   Name: Mohsen Attaran, President_____
      Printed Name of Authorized Person   Printed Name of Authorized Person

Date: _____   Date: _____

Billing Address: _____

Exhibit A

Summary of Services and Pricing for Sylvan Union School District
(14 Sites)

I.   **Services**
      A.   **Website Development**
              1. Website Design and Installation (~~$900.00~~ **$500.00 x 14 Sites**) **$7,000.00**
              2. Domain registration   Included
              3. Site backup   Included
              4. Content Management   Included
              5. Search Engine Submission   Included
              6. Training Fee - For Site Admins **(Discounted)** **$150.00**
              7. Basic Content Migration **($0.00 x 14 Sites)** **$0.00**

Website Development Fee:	**$7,150.00**

This Special Pricing is valid towards the different IES Mockup Sites available to choose from. Of course your site will include your colors, logos, mascots, etc…this way small schools can have a website and afford it as well. *To view the IES Mockup Sites, please follow the following steps:*
      www.cyberschool.com
      click on Showcase
      click on Layouts

II.   **Education and Online Training**
      Licensee staff (2 hr of Online Training)   Included

III.   **Ongoing Annual Hosting Fee (per site)**
      A. Web hosting, Maintenance, Updates and Support per Year   *$500.00*

Total Annual Fee:	*$500.00 x 14 Sites =*	*$7,000.00*

☐   Three-Year Service 2018-2021 School Years

☐   One-Year Service 2018-2019 School Year

By signing below, I have read the contract and acknowledge the Annual Web Hosting Fee will start upon completion of the initial client training session on the administrative use of the website. At the time of training, IES has to upload the client's web site onto the Server in order for the client to start ADDING CONTENT to their web site. Therefore, client hosting begins.

Signature:_____ **Date:** _____

Print Name:_____