



JIM Enterprises, Inc.

Master Contract

This Contract is made and entered into on March 1, 2012 between JIM Enterprises, Inc, dba: Jump Into Math, an approved Supplemental Educational Service provider and Linden Unified School District (LEA) for the purposes of providing supplementary services to eligible LUSD students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

Jump Into Math agrees to:

- a. Develop in consultation with the parents an Individual Student Learning Plan (ISLP), a statement of specific achievement goals for the student, how the students progress will be measured, and a timetable for improving achievement.
- b. Describe how the student's parents and teacher will be regularly informed of the student's progress.
- c. Secure and maintain confidentiality of all student information.
- d. Submit a written accident report to LEA within five days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
- e. Assure LEA that all staff members are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law.
- f. Shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a group instruction.

Jump in & join us!

www.jumpintomath.net

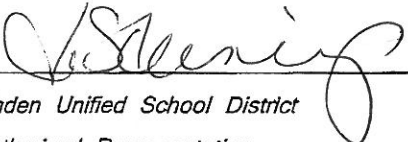
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- g. Shall maintain daily records of student service provided, including the name/address of student, the name of tutor and amount of time of such service.
- h. Shall submit a monthly invoice itemized by student name and actual number of service hours and amount owed. Invoices submitted with thirty days of rendering service.
- i. Notify LEA of location and/or any change in location of service provision.
- j. Maintain general liability insurance during the term of the contract up to \$1,000,000. Obtain and provide Proof of Worker's Compensation insurance.
- k. Conduct criminal background check of its employees and upon receipt of those checks, certify to the LEA that no employee working with students has been convicted of a violent or serious felony or any other prohibited offense as defined by statutes. Jump Into Math shall supply LEA with a list of names of those employees who are cleared to work with students.
- l. Shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its program.
- m. Shall defend, hold harmless and indemnify LEA and its governing board, offices, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of Jump Into Math, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
- n. Comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

By acceptance of this Contract, the LEA agrees to:


- a. Provide access to student achievement and student contact information as needed.
- b. Provide access to school facilities for group instruction.
- c. Shall defend, hold harmless and indemnify Jump Into Math and its governing board, offices, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
- d. Provide provision to Jump Into Math with respect to making payment for services rendered per student within thirty days of submission of invoice.

This Contract may be terminated by Jump Into Math or LEA at any time. To terminate this Contract, either party shall give twenty calendar days written notice as provided herein prior to the date of the termination.



Linden Unified School District
Authorized Representative

2/27/2012
Date



DeeAnn Antonini
CEO
JIM Enterprises, Inc.

Feb. 27, 2012
Date