

AGREEMENT FOR SPECIAL EDUCATION SERVICES

This Agreement is dated December 15, 2020 and is entered into between **Professional Tutors of America, Inc.** (hereinafter "Contractor") and Davis Joint Unified School District (hereinafter "District").

RECITALS

Contractor will provide **one- to- one specialized academic instruction** for students with special needs whose district of residence is Davis Joint Unified School District.

A. COMPENSATION/SERVICES

The hourly rate for **one-to-one instructional services with a** licensed/credentialed Educational Specialist is **\$80-\$125/hour (see attached rate sheet)**. DISTRICT shall submit a written referral/request (Tutor Request form) to Contractor for each student that DISTRICT desires to have contracted for special education instructional services.

The goal of the our special educational services is to increase academic achievement and promote self-esteem while incorporating the specific goals and objectives of the student's Individual Education Plan (IEP).

B. INDEPENDENT CONTRACTOR

Contractor or any employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the DISTRICT and shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the DISTRICT and Contractor or its employees.

C. INSURANCE

During the entire term of this Agreement and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, at DISTRICT one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, CONTRACTOR shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage. The CONTRACTOR shall at its own cost and expenses procure and maintain insurance under the Workers' Compensation Law of California, if applicable. DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with CONTRACTOR to modify the terms of this Agreement.

D. FINGERPRINT/TUBERCULOSIS CLEARANCE

In accordance with California Education Code § 45125.1, CONTRACTOR shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to DISTRICT that no employee and/or subcontractors of CONTRACTOR working with students of DISTRICT has been convicted of a violent or serious felony as defined by statutes. A fingerprint certification will be required. Additionally all Contractors will be required to submit a TB clearance for those tutors who will be working with students.

E. Evaluation/Hiring Option

- Contractor offers an evaluation hire program designed to provide you with a credentialed Education Specialist on a trial basis (**a minimum of 500 Hours completed**) prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to credentialed Education Specialist's assignment to you. Contractor allows you to hire Education Specialists already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of credentialed teachers expected annual earnings) to convert a Contractor's credentialed Educational Specialist to your payroll.
- To protect our investment in recruiting and assigning credentialed Education Specialist, you agree, for a period of 180 days from their last day on assignment with you, not to hire directly or use CONTRACTOR credentialed teachers through another staffing firm without paying a liquidation fee of 30% of the CONTRACTOR'S credentialed Education Specialist expected annual compensation, unless otherwise agreed to by us in writing.

F. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT:

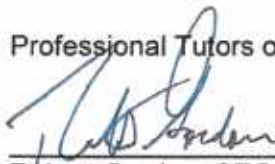
Davis Joint Unified School District
Attention: Pam Gilleste
526 B St.
Davis, CA 95616
(530)757-5300

TO THE CONTRACTOR:

Professional Tutors of America, Inc.
Robert Gordon, CEO
3350 E. Birch Street, Suite 201
Brea, CA 92821
Phone/Fax (714) 784-3454/ (714) 671-1887
Email: rgordon@professionaltutors.com

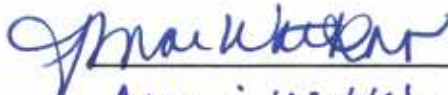
This contract is effective December 15, 2020 and **terminates at 5:00 p.m. on June 30, 2021**, unless sooner terminated as provided herein. By signing below, the authorized parties agree to the terms and conditions of this agreement.

Professional Tutors of America, Inc.


Robert Gordon, CEO

12/16/2020
Date

Davis Joint Unified School District

 12/18/2020
Date
Amari Watkins
Assoc. Superintendent
Business Services