

Azusa Unified School District

546 S. Citrus Ave
Azusa, CA 91702
(626) 967-6211

SERVICES AGREEMENT

This **Agreement** for Professional Services (“Agreement”) is made and entered into as of the 15 day of December, 2021 by and between **Azusa Unified School District**, (“District”) and **HEY TUTOR INC.**, a California corporation, whose place of business is Los Angeles [City], herein referring to as (“Contractor”), (together, “Parties”).

WITNESSETH: The parties do hereby contract and agree as follows:

1. *Services Description.* CONTRACTOR will perform the services described in Addendum A attached hereto and in the “Scope of Work” attached hereto as Attachment A and made a part thereof.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** Contractor shall commence providing services under this Agreement on 12/15/2021, 2021 and will diligently perform as required and complete performance by 12/14/2022, 2022.
2. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Non-collusion Declaration
- Tuberculosis Clearance

3. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement (as needed, as requested) a total fee as set forth on Schedule A attached hereto, which includes reimbursable cost listed in item 4.1. District shall pay Contractor according to the following terms and conditions:

Note: Accounts Payable will not process payment until the services have been completed. Invoices should be submitted to Accounts Payable Department, Azusa Unified School District, 546 S. Citrus Ave, Azusa, CA 91702

4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
 - 4.1. **N/A**

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation 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. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

9. **Indemnification.**

- 9.1. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and Contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
- 9.2. To the furthest extent permitted by California law, District shall defend, indemnify, and hold free and harmless the Contractor, its agents, representatives, officers, contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and District's and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of District, its officials, officers, employees, subcontractors, contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement; or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the Contractor. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

10. Insurance.

- 10.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 10.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability. Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 10.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.
- 10.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 10.2.1. A clause stating: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION."

10.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to which cancellation and reduction notice will be sent, and length of notice period.

10.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

10.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. **Compliance with Laws. Debarment and Suspension.** Contractor warrants and certifies that neither Contractor, nor any person working for or acting on behalf of Contractor as part of this Agreement, has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program, or by any federal department or agency, or by Los Angeles County
13. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. **Anti-Discrimination.** District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
15. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
16. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

17. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 17.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 17.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
18. **Limitation of District Liability.**
 - 18.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
 - 18.2. Other than as provided in this Agreement, Contractor's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
19. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

Both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure or by law, and includes but is not limited to, trade secrets, know-how, inventions, techniques, data, customers list, personal information, financial information, sales, and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such confidential information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement. Both parties will restrict disclosure of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this Agreement. Upon request of the owner of the confidential information, the other party will promptly return or destroy all materials incorporating any Confidential Information and any copies. The obligation under this paragraph does not apply to

information that: 1) is or becomes generally known or in the public domain through no act or omission of the other party; 2) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; 3) is received from, or was made available to, a third party without any obligation of confidentiality; 4) was independently developed; 5) is otherwise permitted to be disclosed under this Agreement; 6) is disclosed with the prior written consent of the disclosing party; or 7) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its consent to such disclosure.

20. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows

District:

Azusa Unified School District
546 S. Citrus Ave
Azusa, CA 91702

ATTN: _____

Contractor:

HeyTutor, Inc.

8939 S. Sepulveda BLVD. #102

Los Angeles, CA 90045

ATTN: Patrick McClure

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. **Integration/Entire Agreement of Parties.** This Agreement, along with Addendum A, Attachment A, Schedule A and any documents or agreements reference therein, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. In the event an express conflict between the terms of this Agreement and the terms of the any attachments or exhibits, the terms of this Agreement will prevail.
22. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
23. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
24. **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.
25. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
26. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
27. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
28. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

29. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
30. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
31. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
32. **Incorporation of Recitals and Exhibits.** The Recitals, each exhibit, addendum and schedule attached hereto are hereby incorporated herein by reference.
33. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non- performance is not due to the fault or neglect of the party not performing.
34. **Amendments.** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by District in writing.
35. **Delivery.** Time of delivery of goods or services is of the essence in this Contract. District reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order of goods shall not District to accept shipments nor deprive it of the right to return goods already accepted at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing by District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by District.
36. **Conduct on District Premises.** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District’s premises, possession or distribution of contraband, or the access to, and security of, the Party’s real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party’s premises. The operation of vehicles by either Party’s personnel on the other Party’s property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party’s property and involving either Party’s personnel shall be reported promptly to the appropriate Party’s personnel. Each Party covenants that at all times during the term it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the

other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

37. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by District, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

HeyTutor, Inc.
Company Name

By: RYAN NEMAN Founder
Signature Title:
Print Name RYAN NEMAN Dated: 12/8/2021

By: Skyler Lucci Chief Executive Officer
Signature Title:
Print Name Skyler Lucci Dated: 12/8/2021

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary;) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

Information regarding Contractor:

License No.: 46-5199755
Address: 8939 S. Sepulveda BLVD # 102 Los Angeles, CA 90045
Telephone: 855-458-127
Employer Identification and/or X Corporation, State: California
Limited Liability Company
Other:
Social Security Number

Facsimile:
E-Mail: patrick@heyttutor.com

Type of Business Entity:
Individual
Sole Proprietorship
Partnership
Limited Partnership

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Azusa Unified School District

By: Date:
Print Name:
Print Title:

ADDENDUM A

THIS TUTOR SOURCING ADDENDUM (the “**Addendum**”) is made as of the Effective Date set forth above by and between **HEYTUTOR INC.**, a California corporation (“**HeyTutor**”) and **AZUSA UNIFIED SCHOOL DISTRICT** (“**District**”).

1. Tutor Services. HeyTutor will render the services as set forth on **ATTACHMENT A** for sourcing tutors (the “**Tutoring Services**”) in accordance with this Agreement and the Terms of Use (the “**ToU**”) set forth on the HeyTutor website located at <https://heytutor.com/terms/> (the “**Platform**”). In the event of a conflict or inconsistency between this Agreement and the ToU, the ToU shall govern, control and prevail.

2. Non-Circumvention. District shall not circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement, in order to avoid payment of any fees to HeyTutor, including, without limitation, with respect to the Tutoring Services, and any other tutoring or educational services by, with or through HeyTutor or the Platform. District agrees to not accept any, or enter into an agreement or understanding to receive, any Services, the Tutoring Services, and any other tutoring or educational services from any individual, company, person or representative introduced to District except as otherwise with the written consent of HeyTutor. This Section 2 shall survive the termination or expiration of this Agreement.

3. Disclaimer of Warranties; Limitation of Liability; Waiver; Indemnification

3.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT SERVICES, THE TUTORING SERVICES, ARE PROVIDED AS-IS, THAT DISTRICT ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON TUTORING SERVICES AND HEYTUTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DISTRICT ACKNOWLEDGES AND AGREES THAT HEYTUTOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE TUTORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, ACCEPTABILITY, SUITABILITY, UTILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

3.2 Waiver. DISTRICT HEREBY IRREVOCABLY AGREES NOT TO ASSERT OR CLAIM, AND HEREBY IRREVOCABLY WAIVES, THE DEFENSE OF ANY RIGHT OF SOVEREIGN IMMUNITY IN ANY LEGAL PROCEEDING TO ENFORCE OR COLLECT UPON ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY

3.3 This Section 3 shall survive the termination or expiration of this Agreement.

4. Representations and warranties. Each Party represents and warrants to the other Party that:

4.1 It is duly incorporated, validly existing and/or in good standing in its relevant jurisdiction, has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to carry on its business as presently conducted and as contemplated to be conducted, to own, hold and operate its properties and assets as now owned, held and operated by it, to enter into this Agreement, to carry out the provisions hereof;

4.2 It has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to enter into this Agreement, to consummate the transactions contemplated by this Agreement, and to perform its obligations under this Agreement;

4.3 The execution, delivery and performance of this Agreement have been duly authorized by all necessary action and do not require any consent or approval that has not been validly and lawfully obtained, and the execution, delivery and performance of this Agreement requires no authorization, consent, approval, license, exemption of or filing or registration with any person or entity; and

4.4 Neither the execution nor the delivery of this Agreement, nor the consummation or performance of the transactions contemplated hereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of any agreement or law; (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or result in the imposition or creation of any lien under, any agreement or instrument to which it is a party or by which the properties or assets of the Party are bound; (c) contravene, conflict with, or result in a violation of, any law; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any licenses, permits, authorizations, approvals, franchises or other rights or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Party; and

4.5 Its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary or other appropriate action to execute this Agreement.

5. COVID-19 DISCLAIMER. District acknowledges and agrees that COVID-19 is highly contagious and dangerous and, by signing this Agreement and accepting Tutor Candidates, District, irrevocably, knowingly and voluntarily, after considering all relevant risks, waives and forever relinquishes any claim relating to, concerning or arising out of or from the risk that representatives of the District, along with all students and personnel of the District, coming into contact with any other person may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. District understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of District, its representatives, students and personnel, including any Tutor Candidates or such other persons exposed thereto and their families. District voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind. District hereby releases, covenants not to sue, discharges, and holds harmless HeyTutor and each of its officers, directors, employees, agents, representatives, successors and assigns of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to this Agreement and the Services. District understands and agrees that this release includes any claims based on the actions, omissions, or negligence of HeyTutor and each of its officers, directors, employees, agents, representatives, successors and assigns, whether a COVID-19 infection occurs before, during, or after participation in any Services. District hereby expressly waives the benefit of any statute or rule of law that, if applied to this Agreement would otherwise exclude from its binding effect any claims not known by it to exist which arose prior to the signing of this Agreement. District acknowledges that it has read and fully understand the provisions of California Civil Code section 1542, which provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. District, being aware of said Code Section, hereby expressly waives, on behalf of itself and its affiliates, any rights and benefits that it may have under Section 1542 of the Civil Code to the full extent that it may lawfully waive such rights and benefits, and shall waive any rights and benefits it may have under any other statutes or common law principles of similar effect.

ATTACHMENT A
STATEMENT OF WORK

Contractor's entire Proposal is **not** made part of this Agreement.

Contractor may provide the following General Services:

TUTOR SERVICES:

1. **Selection of Tutor Candidates.** Contractor will connect District with multiple potential tutors (each, a "**Tutor Candidate**") who may ultimately provide tutoring services for and on behalf of the District for a total of 1 hour per session, three times per week beginning in September 2021. District acknowledges and agrees that District has the sole, exclusive and absolute discretion on whether to engage any Tutor Candidate for tutoring services for and on behalf of District. District shall comply with all laws with respect to the Tutor Candidates. Contractor shall prescreen Tutor Candidates based on the lawful qualifications furnished in writing by District to Contractor, including having at least a bachelor's degree from an accredited educational institution, and shall forward to District the resumes or curriculum vitae of the Tutor Candidates that Contractor believes satisfy the lawful qualifications furnished by District to Contractor. If District requires any replacements of Tutor Candidates that become affiliated with the District, or any additional Tutor Candidates, Contractor will use commercially reasonable efforts to assign Tutor Candidates for District.

SERVICES:

2. **Background Checks.** For each Tutor Candidate, Contractor shall, subject to any federal, state, or local laws, rules or regulations which may limit any HeyTutor action otherwise required by this Section 3, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to confirm that no such Tutor Candidate has been convicted, within ten years, of any felony prior to beginning any affiliation with District under this Agreement, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon prior to becoming affiliated with Candidate. District shall not permit any Tutor Candidate having such a conviction to enter into any relationship with District, subject to any federal, state, or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole, exclusive and absolute discretion of District, said conviction has no reasonable relationship to the Tutor Candidate's fitness or trustworthiness to affiliate with the District.

3. **Point of Contact.** Each party will designate one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the parties' obligations under this Agreement. Such points of contact shall be the initial points of contact with respect to any matters with respect to the day-to-day provision of such services and this Agreement, including attempting to resolve any issues that may arise during the performance of such Services.

SCHEDULE A
FEES

For the Services, District shall pay Contractor the following prices for each and every hour of Tutor Services by each Tutor Candidate:

In-Person Tutoring	Per Tutor
Individual instruction (1-1 with student)	\$40/Hr.
Small group instruction (1 tutor with up to 3 students)	\$45/Hr.
Medium group instruction (1 tutor with 4-6 students)	\$50/Hr.
Large group instruction (1 tutor with 7+ students)	\$55/Hr.

Additional Fees	
Software integration/customization (depending on deliverables)	\$10,000 - \$30,000

*Everything else (i.e., curriculum, assessments, dashboard) is included

Online Tutoring	Per Tutor	Per Student
Individual instruction (1 tutor with 1 student)	\$25/Hr.	\$25/Hr.
Small group instruction (1 tutor with up to 3 students)	\$30/Hr.	\$10-15/Hr.
Medium group instruction (1 tutor with 4-6 students)	\$35/Hr.	\$5.83-8.75/Hr.
Large group instruction (1 tutor with 7+ students)	\$40/Hr.	< \$5.71/Hr.

District shall maintain accurate and complete records of the hours worked for Tutoring Services.

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

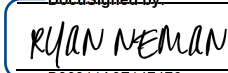
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 37.1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 37.2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 12/8/2021

Name of Contractor: HeyTutor, Inc.

Signature:  B26311A6F147476...

Print Name and Title: RYAN NEMAN Founder

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "B"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services ("Agreement"):

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: RYAN NEMAN

Title: Founder

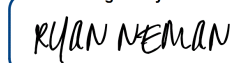
Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 12/8/2021

Name of Contractor or Company: HeyTutor, Inc.

Representative's Name and Title: RYAN NEMAN Founder

Signature: 
B26311A6F147476...



EXHIBIT

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

I am the Founder of HeyTutor, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/8/2021 [date], at Los Angeles [city], California [state].

DocuSigned by:
RYAN NEMAN
B26311A6F147476...

Signature

RYAN NEMAN

Print Name



EXHIBIT

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the HeyTutor, Inc. (“Contractor”) currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor’s responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

D The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees and all of its subcontractors’ employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

D Contractor’s Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: 12/8/2021

Name of Contractor:

HeyTutor, Inc.

Signature:

DocuSigned by:
RYAN NEMAN
B26311A6F147476...

Print Name and Title:

RYAN NEMAN Founder

Services cannot be rendered until all documentation is submitted and final approval is received.