SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Paulette Smith / [signature] / 9/12/2019
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Buu Aaron, Nexplore Consultant

403 NE 2nd Ave, Hallandale Beach FL 33009
Address — City — State — Zip

949-374-2756 — Telephone Number
Fax Number
buu@nexploreusa.com — Cell # or E-Mail Address

SCOPE OF WORK: 4 Programs each, offered twice weekly as 60 minute class over a 10 week cycle.

LOCATION OF SERVICES: James Madison designated space

DATE(S) OF SERVICE: October 2019 - December 2019

ESTIMATED COST: $12,000. (and/or hourly Rate: $ 125.00)

NAME OF PROGRAM: Robocoding, Zumba, Makers Club and Nexplore Magic

BUDGET NUMBER: 010-6809-3010-1110-1000-004-04- -320 / 010-5809-9204-1110-1000-004-04- -546 (or ASB funds ___)

Administrator/Program Manager Approval:
Paulette Smith / [signature] / Date: 9/12/2019
Print Name — Signature

Consultant/Contractor:

Buu Aaron / [signature] / Date: 9/12/2019
Print Name — Signature

Business Manager: Initial: DL Date: 09/18/19 Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: ____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department

REVISED 4-16-14 RA/RM/Mc

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Nexplore USA

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: Nexplore USA

Buu Aaron

[Authorized Representative]

Title: Nexplore Consultant

Date: 9/12/2019

For the SLUSD:

[Superintendent or Designee]

Title:

Date:

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Eduardo Vargas	9/6/18	8/29/18

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Buu Aaron

By: _____ **Date:** 9/12/2019

(authorized signatory)

Name: Nexplore USA **Title:** Nexplore Consultant

NEXPLORE
the joy of learning

ATTN:

Date: 8/26/2019

Paulette Smith, Principal
James Madison Elementary, San Leandro Unified School District

SCOPE OF SERVICE:
Nexplore will provide 4 programs over a ten week cycle for James Madison Elementary. Paulette requests an estimate for Robocoding on Mondays, Zumba on Tuesdays, Makers Club on Thursdays and Nexplore Magic on Fridays. All courses will run back to back with a short break in between. As with the last service we recommend classes are grouped by grade levels (k-2) (3-5). Dates & times to be determined. Nexplore will again offer SLUSD the pilot price of $125/hr because this site is using multiple programs.

ABOUT US
Nexplore's mission is to foster the Joy of Learning through enrichment opportunities so that each child may discover and explore a passion that drives him or her to excel. The Nexplore team is comprised of educators, innovators and leaders who are passionate about enriching the lives of children by making learning fun and exciting!

PROGRAM DESCRIPTIONS:

NEXPLORE RoboCoding ts a hands-on introduction to the fundamentals of both coding and d execute programs in the real world! With award-winning Cubelets kits, ach with their own unique function–to create machines that can light up, move, and interact with the world around them. Students gain an in-depth understanding of fundamental concepts like inputs, outputs, and processing, and discover how simple building-blocks can come together to perform more and more complex tasks. By working together to solve coding and building challenges, students also reinforce essential life skills like teamwork, communication, and problem-solving. This course allows kids to learn coding without a computer!

Nexplore Robocoding Lesson Overview

NEXPLORE Zumba

Zumba® Kids is a fun, high-energy fitness class packed with specially choreographed routines and games for children using the latest music and rhythms like hip-hop, reggaeton, cumbia and salsa. Zumba® Kids classes inspire kids to express themselves through movement and play while effectively improving overall health and well-being. Educators love Zumba Kids® because of the effects it has on children: increasing focus, building

self-confidence, enhancing creativity and coordination, boosting metabolism and implementing teamwork skills. Each class is headed by a trained and licensed Zumba® Kids fitness instructor. Classes not only include music and dance, but arts, crafts and cultural education, as well. It is a fun way for kids to keep healthy and motivated!

Zumba Kids Lesson Overview

Nexplore Makers Club is an engineering program designed to inspire kids to pursue future in science & technology. Students interact with fun Maker Kits that enhance mechanical, artistic, and engineering skills, while encouraging them to act as inventors in their own right. Participants design their own hydraulic claws, learn to harness energy to power race cars, and experiment with structural design. Plus, students can keep their inventions and proudly share their projects with family and friends. **Nexplore Makers Club** is fully aligned with Next Generation Science Standards, and reminds kids to always explore, experiment, and create!

Makers Club Lesson Overview

Welcome to the world of Magic where every child is a star! In this unique course, students build self-confidence, performance skills, and theatrical charm to wow their audience with tricks from their very own magic kits! New to the world of magic? This is the perfect place to start! This course offers an experienced instructor, a step-by-step guidebook, and access to tutorial videos so children can continue their practice at home. The showcase for this course is always memorable as little stars shine performing their new skills for family and friends.

Nexplore Magic Lesson Overview

FORMATS:

NEXPLORE
the joy of learning

As agreed, we've provided one estimate.

After School Program

- 4 programs each offered twice weekly as a 60-minute class
- Up to 20 students can participate in a given class
- Estimated Cost: Nexplore will charge a rate of $125/hr
- Please note that Zumba Kids usually runs 45 minutes

	Cost per Class	# Classes	Cost/Week	# Weeks	Total Cost
4 Programs	$125*	80	$1000	10	$11,600*
3 Programs	$135				
2 Programs	$150				

*Pilot rate continues with 4 programs.
*Includes $800 materials charge for 40 students in Magic and $800 materials charge for 40 students in Makers Club. We're providing a discount on the materials at $20 per magic kit.

MATERIAL FEES

Nexplore instructors will bring all materials to the site.
Material Fees per Course:

- **Zumba® Kids**: no fee
- **Nexplore Games**: no fee
- **Nexplore Finance**: no fee
- **Nexplore Capoeira**: no fee
- **Nexplore Art***: $25/student/module
- **Nexplore Magic**: $25/student/module
- **Nexplore Science***: $25/student/module
- **Nexplore Makers Club**: $25/student/module
- **Nexplore Robocoding**: no fee

*Students will keep their final art projects and science kits at the end of the course.

CONTACT:

Buu Aaron
Education Consultant
NexploreUSA
buu@nexploreusa.com
949.374.2756

Dori Larea
CEO
NexploreUSA
dori@nexploreusa.com
786.768.6111

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nexplore LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
403 NE 2nd Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Hallandale Beach, FL 33009

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
4	7	-	5	0	6	2	2	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/12/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*