This Contract is made on November 14, 2012, between San Leandro Unified School District GEAR UP (hereinafter "SLUSD GEAR UP"), City of San Leandro, State of California, and Achieve Learning and Resource Center Inc. (hereinafter "ALRC"), City of Whittier, State of California.

For valuable consideration, the parties do mutually agree to the following terms and conditions:

I Services – Responsibility of ALRC

Subject to the terms set forth in this agreement, ALRC agrees to provide SAT Preparation tutoring services at San Leandro High School. ALRC will supply five tutors and one site-coordinator to SLUSD GEAR UP's site once weekly on Saturdays on the instruction dates of 1/12, 1/26, 2/2, 2/9, 2/16, and 3/2. Additionally, ALRC will conduct a diagnostic on 12/8/2012, at which all of the tutors will be present. ALRC will provide four tutors if 80 or fewer students are enrolled. The tutors will arrive at least 30 minutes before the start of the sessions and remain at least 30 minutes afterwards. The times are subject to change at the consent of both parties. The agreement will begin on December 8, 2012 and terminate on March 9, 2013. Should a schedule change be required by either party, it must be done at least 24 hours in advance of the session and agreed upon by both parties in advance. Sessions rescheduled or cancelled less than 24 hours in advance will be billed at the agreed upon rate, and ALRC will not be responsible for providing services should this happen.

SCREENING REQUIREMENTS:

1.1 Screening: AGENT (**ALRC)** will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice and the FBI. All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for staff members will be conducted pursuant to the regulations already in use by the AGENT Personnel Policies and Practices. By execution of this MOU, the DISTRICT and AGENT acknowledge that Education Code Section 45125.1 applies to services under all school programs. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice and the FBI for a criminal records check.

1.1.1 AGENT expressly acknowledges that:

1.1.1.1 AGENT and all of AGENT'S employees working on the school site must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1;

1.1.1.2 AGENT shall not permit any employee or contractor to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony;

1.1.1.3 AGENT shall certify in writing to the DISTRICT that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony;

1.1.1.4 AGENT shall provide to DISTRICT a list of names of its employees who may come in contact with students. The AGENT shall fulfill these requirements at its own expense.

II Terms of Service

Independent contractor with SLUSD GEAR UP: ALRC's role as an independent contractor must be observed at all times. At no point should ALRC use a classroom without a SLUSD representative/staff member on site. A suitable space must be provided for ALRC with adequate seating and workspace for all students. Should any of the above terms not be met at any point during a session, ALRC reserves the right to terminate the session and bill the session in full at the agreed upon rate.

III Compensation and Reimbursement

A) **Contract Limit**: For services performed and cost incurred during the term of the Agreement, the total amount billed shall not exceed $10,000. For 91-100 students, the cost will be $100/student. For 81-90 students, the cost will be $110/student. For 80 students or fewer, the cost will be $125/student. This payment shall be for:

1. Proctoring of pretest prior to start of academy
2. 24 tutor hours for approximately 100 students
3. Full binders for every student
4. Pre and posttest copies and scoring
5. Pre and post test data organization and analysis
6. All other tutoring materials such as pencils and paper
7. Calling of parents when students are absent
8. Programming for the March 9, 2013 SAT.

SLUSD GEAR UP agrees to provide the tutoring space at no additional cost to ALRC.

B) **Billing and Payment Procedures:** ALRC will provide invoices twice during the contract period: once at the beginning and once at the halfway point. SLUSD GEAR UP must submit payment to ALRC headquarters in the form of a check at least once during the service period and any remaining sum within two weeks of the contract's termination on (TBA), 2013. The initial sum must equal at least one half of the total amount.

IV Modifications to Agreement

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. This document, including any attachments, is the entire agreement between the parties. This Contract is governed by the laws of the State of California.

By signing below, parties hereby agree to the terms of this contract.

_____ _____

Cindy Cathey, Superintendent Date
San Leandro Unified School District

_____ _____

Juan Sanchez, Executive Director Date
Achieve Learning and Resource Center, Inc.