Overview:

The Sylvan Learning Center in Castro Valley, CA is licensed to offer all Sylvan programs and curricula. The broad base of program options allows us to select what is best for the student. Our organization is held to the highest standards in teacher and administrator qualifications. Our staff is certified, highly qualified and meets the standards set forth by Sylvan Corporate and Western Association of Schools and Colleges (WASC).

Research-based:
The Sylvan programs are based on current research on remedial and supplemental instruction, including the recommendation of The National Council of Teachers of Mathematics and National Reading Panel. Most recently The National Mathematics Advisory Panel final report *Foundations for Success* issued in March of 2008 noted the importance of explicit systematic instruction; coherent progression of mathematics learning, with an emphasis on proficiency with key topics; simultaneous development of conceptual understanding, computational fluency, and problem-solving skills; and formative assessment all of which are components of the Sylvan math program.

THIS AGREEMENT is entered on January 29, 2013 by and between **San Leandro Unified School District for Roosevelt Elementary** herein called **DISTRICT** and Bay Area Education Support Systems, dba Sylvan Learning, herein called **CONTRACTOR**.

WHEREAS the **DISTRICT** desires to engage the **CONTRACTOR** to render mathematics intervention services for fourteen (13) 4th and 5th grade students and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Employment of CONTRACTOR:** The **DISTRICT** agrees to engage the **CONTRACTOR** and the **CONTRACTOR** agrees to perform in a manner satisfactory to the **DISTRICT** the services set forth on **Schedule 1** (the "Services").

2. **Date, Time. Place of Performance:** The Services are to be performed at the times and locates as set forth on **Schedule 2**.

3. **Consideration.** The **DISTRICT** agrees to pay the **CONTRACTOR** the amounts set forth on **Schedule 3** as consideration for the Services.

4. **CONTRACTOR** hereby represents that neither it nor its principals have ever been convicted of or pled guilty or no contest (no lo contendre) to a felony or offense involving moral turpitude (including, but not limited to, theft, attempted theft, fraud, rape, murder, swindling, and indecency with a minor).

5. **Termination of Contract:** This contract shall terminate on the date that **CONTRACTOR** has completed all work covered by this contract unless extended by the written agreement of the **DISTRICT** and the **CONTRACTOR** at the time of final performance is completed. Additionally, this contract may be terminated by the **DISTRICT** if for any reason the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this contract, in which event the **DISTRICT** may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination of the contract, the **CONTRACTOR** shall be entitled to receive just and equitable compensation for any reasonably satisfactory work completed prior to the date of termination.

6. **Independent Contractor and hold Harmless Agreement**: **CONTRACTOR** is an independent **CONTRACTOR** and shall be solely responsible for payment of its employees and shall provide, if

required, workman's compensation and public liability insurance to protect itself from liability for injuries or damages to its employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by reason of employment. The **CONTRACTOR** agrees to hold **DISTRICT** harmless from any and all liability that **DISTRICT** may incur, including without limitation damages of every kind and nature, out of pocket costs and legal expenses, incurred by reason of the **CONTRACTOR'S** negligence or breach of this contract.

7. **Compliance with Laws.** **CONTRACTOR** agrees, in the performance of this contract, to comply with all federal, state, and local laws, regulations, rules, and orders applicable to this contract.

8. **SCREENING REQUIREMENTS:**

8.1 Screening: AGENT (The Sylvan Learning Center in Castro Valley) 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.

8.1.1 AGENT expressly acknowledges that:

8.1.1.1 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;

8.1.1.2 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;

8.1.1.3 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;

8.1.1.4 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.

9. **Proprietary Information, Confidential Information and Data**. During the period covered by this Contract, it may be necessary for either party to provide proprietary or confidential information. With respect to such information, the parties agree as follows:

(a) For proprietary or confidential information of the **DISTRICT** to be protected as such, in accordance with this Contract, it must be:

(i) In writing;

(ii) Clearly identified as proprietary information on each page thereof and marked with the following legend: "Proprietary information of (furnishing party)" or equivalent, and

(iii) Delivered to the individual designated as provided herein.

(b) For proprietary or confidential information of **CONTRACTOR** to be protected as such, in accordance with this Contract, it must only be in writing, it being the intention and understanding of the parties that all materials provided by **CONTRACTOR** shall be deemed to be proprietary and confidential.

(c) Each party hereto agrees not to disclose such proprietary or confidential information to unauthorized parties. Neither party shall be liable, however, for the inadvertent or accidental

disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary or confidential information. The receiving party shall not use proprietary or confidential information of the other for any purpose other than as is required for the performance of this Contract. The receiving party assumes no responsibility for release of proprietary information by the general public pursuant to the Freedom of Information Act, as amended, or any other similar statute or regulation.

(d) The obligations of the parties with respect to handling and using proprietary or confidential information is not applicable to the following:

(i) Information that is or becomes available to the receiving party through third parties or the general public, with restriction and without breach of this agreement by the receiving party.

(ii) Information that is or become known to the receiving party independently of the disclosing party.

(iii) Information that is independently developed by the receiving party.

(iv) Information that is or has been furnished by the disclosing party to the Government with "unlimited rights."

(v) Information that is or becomes available to a party by inspection or analysis of products offered for sale.

(e) The obligations of the parties under this provision shall terminate ten years from the date of acceptance of this Contract and shall survive the expiration and termination of portions of this Contract.

10. **DISTRICT's and CONTRACTOR's Property**. If any equipment, hardware, software, documentation or data should be developed, made or procured by **CONTRACTOR** for furnishing the supplies/services required hereunder, then, unless otherwise provided by the Contract, immediately upon procurement they shall become the property of the **CONTRACTOR** after the completion of the Contract. Any such items or materials, including program data or other program information furnished by or paid for by the **DISTRICT**, shall become and shall be identified as property belonging to the **DISTRICT**; shall be held by **CONTRACTOR** on consignment at **CONTRACTOR's** risk; shall be used exclusively for furnishing the supplies/services required by this Contract; shall be subject to disposition by the **DISTRICT** at any and all times; and, shall be delivered to the **DISTRICT** following completion of project and/or termination of this Contract.

11. **Miscellaneous** .

(a) Failure of the **DISTRICT** to insist upon strict conformance of the provisions of this Contract shall not constitute a waiver of any of the provisions hereof or a waiver of any of the program requirements, specifications, or a waiver of any default provisions.

(b) The invalidity in whole or in part of any provision of this Contract shall not affect the validity of any other provision(s) of this Contract.

(c) This Contract shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns. It may not be assigned in whole or in part by either party without the prior written consent of the other party.

(d) This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.

IN WITNESS WHEREOF the DISTRICT and the **CONTRACTOR** have executed this agreement effective the date first herein written.

CONTRACTOR:

Bay Area Education Support Systems, dba Sylvan Learning

_____ Date: _____

By: Barbara Sabbadini,
Director of Contract Services
Sylvan Learning

DISTRICT:

_____ Date: _____

By: Cindy M. Cathey, Superintendent
San Leandro Unified School District

_____ Date: _____

Victoria Forrester, Principal
Roosevelt Elementary School
San Leandro Unified School District

Schedule 1 – The Services

CONTRACTOR agrees to deliver the following services:

- 30 hours (7.5 weeks) of student academic intervention support in math for (13) 4th and 5th grade students
- Student will be pre and post assessed using the GMADE assessment test. Pre and Post test is not included in instructional hours.
- Assessment results & CST date will be used to place students in two groups of 6/7.
- Sylvan will provide all curriculum and support materials such as workbooks, pencils, math manipulatives, etc.
- Sylvan will provide pre and post test data to Roosevelt Elementary
- Roosevelt Elementary agrees to provide 2012 CST results of students served as well as 2013 CST results of students served.
- Roosevelt Elementary agrees to initially notify parents/guardians of Sylvan services to be provided; then Sylvan will outreach to families regarding testing and instructional calendar.
- Sylvan Learning will provide Sylvan Math Prep logins for students to do at-home
- Sylvan agrees to provide Roosevelt principal with regular progress reports and to inform immediately as to improper behavior or student absences.

In Kind Service:
Forgotten Math Seminar for parents – to be held March 2013

Schedule 2 – Date, Time & Place of Performance

CONTRACTOR agrees to deliver the following:

- Initial testing date: Monday 2/4/2013
- Makeup testing date: Wednesday 2/6/2013
- Instruction Start date: Monday, February 11, 2013
- Times and dates of service: Tuesday & Thursday 3:10 – 5:10 (Cohort 1) and Monday 3:10 – 5:10 & Wednesday 2:00 – 4:00 (Cohort 2)
- No instruction week of Feb. 18th for President's week & week of April 1th for Spring break
- Instruction concludes: April 18th 2013 TBD
- Post testing date: Mon/Wed. Cohort: 4/14 & Tues/Thurs. Cohort: 4/18

Schedule 3 – Considerations (Payment Terms)

Total Cost of program is $9500

CONTRACTOR requests ½ of total payment amount due by 3/1/2013. Balance will be due upon completion of contractual agreement 4/30/2013.