This Contract is made on January 22, 2013, 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 after school tutoring services at San Leandro High School. ALRC will supply five tutors and one Site Coordinator to SLUSD GEAR UP's site weekly Monday through Thursday. The tutors will work from 3pm to 5:30pm on every Monday through Thursday from February 11th, 2013 to June 6th, 2013, excepting days when the school is closed. In addition to being present during all of these tutoring hours, the Site Coordinator will work at least 15 additional hours each week at the school site. The Site Coordinator's responsibilities include mutually agreed upon tasks of recruiting, scheduling, coordinating progress reports, logging contacts, meeting with students, observing tutor, meeting with GEAR UP staff, contacting teachers, monitoring attendance, and other miscellaneous tasks.

The times are subject to change at the consent of both parties. The agreement will begin on February 8, 2013 and terminate on June 7, 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; AGENT may submit livescan results (ATI code) directly to DISTRICT as long as the AGENT pays all fees

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 $39,000. This payment shall be for:

1. 442.5 instruction hours (59 instruction days of 7.5 total tutoring hours per day)
   442.5 instruction hours x $45/hour = $19,913
2. 375 site coordinator hours (25 hours per week for 15 weeks)
   375 coordinator hours x $35/hour = $13,125
3. Non-instruction tutor hours (includes set-up, meetings, and debrief)
   1 hour/day x 60 days x 5 instructors x $20/hour = $6000

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 within the first two weeks of the service period and any remaining sum within two weeks of the mid-way point of the contract on April 1, 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, C.E.O. Date
Achieve Learning and Resource Center, Inc.