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 August 21, 2013 by and between **San Leandro Unified School District for San Leandro High School's GEAR UP program** 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 academic support for approx.70 students per week 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 and Screening Requirements.** **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.

1.1 Screening: Sylvan Learning 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 Sylvan Personnel Policies and Practices. By execution of this MOU, the DISTRICT and Sylvan 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 Sylvan expressly acknowledges that:

1.1.1.1 Sylvan and all of Sylvan'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 Sylvan 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 Sylvan 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 Sylvan 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.

8. **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.

9. **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.

10. **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.

(e) Mid-year clause: "The GEAR UP Grant Director will evaluate the effectiveness of the Sylvan Tutors prior to the start of the second semester. If attendance goals are met and student achievement has increased the contract will be extended to the completion date of June 5th. If not, the GEAR UP Grant Director will have to option to discontinue the contract before the start of the second semester.

Attendance Goal: Average of 10-15 students per teacher per day

Academic Goal: Some academic growth is expected provided a student attends tutoring at least 3 days per week. Growth can be measured by improved performance on tests, homework, teacher observation and/or class participation.

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

By: _____

Barbara Sabbadini M.A.
Director of Contract Services

DISTRICT: San Leandro Unified School District, San Leandro High School; GEAR UP program

By: _____

Dr. Mike McLaughlin
Superintendent

Schedule 1 – The Services

CONTRACTOR agrees to deliver the following services:

TUTORING:

- 132 days of academic programming – which includes 1 hour 45 minutes of instruction per day + 15 minutes of teacher prep time. (264 hours) per teacher AND Site Coordinator
- Sylvan will provide one (1) Site Coordinator who will manage the program on the school site. Their function is to serve as the liaison between San Leandro High School staff and Sylvan as well as acting as a substitute teacher should the need arise. The Site Coordinator will rotate between teachers and offer student and teacher assistance as needed.
- Sylvan will provide and train four (4) teachers and one (1) Site Coordinator who specialize in the subject matter
- Teachers will be capable of teaching Algebra 2, Pre-Calculus, Calculus, Physics and Chemistry and will be available to students from 3:00 –4:45 Monday – Thursday beginning September 9, 2013 and concluding June 5, 2014

In order to serve the needs of the school, students and parents, Sylvan recognizes that improvement in student grades is essential. In order to do this – access to classroom teachers and student management software (Aeries) is essential for success. We would like access to student grades through the Aries system.

ACT PREP

- 3 practice tests – two proctored – one taken at home
- 20 hours of academic instruction and 6 hours of proctored exam time
- **Free per student subscription to Sylvantestprep.com**
- **Free online access to Sylvanmathprep.com**
- Pre-test Saturday, September 7th from 9:30 – 12:30
- Instruction: September 14th – October 19th. Saturdays only 9:30 – 12:30
- Post test given October 12th – and review on October 19th

**Note: it is expected that students increase their score by at least 3 points provided the following is true:

- Students attend every ACT academic session
- Students complete all assigned homework
- Students utilize Sylvan Test Prep either at home or school

Sylvan will offer students who follow the above expectations and who do not increase their score by 3 points an additional class either at the Castro Valley center – or on the school campus

Cost:

25 students:	$6250 a class
11-20 students:	$5400 a class
0-10 students:	$3200 a class

IN KIND SERVICE:

SylvanTestPrep.com

- SylvanTestPrep.com is an online, video-based study course that uses an efficient delivery platform to offer students support with their preparation for all aspects of the ACT or SAT experience and, in turn, increases their test scores. The results of the full-length diagnostic exam are used to create a personalized online learning path that targets each student's specific problem areas. As students

work through their individualized course content, the course instructor monitors attendance, assignment completion, and individual student growth. Course instructors can access a bank of report features that include tools to integrate group strengths/weaknesses into group instruction. All SylvanTestPrep.com courses feature four key sections. Here is a brief overview of each section and its purpose:

- Home Room: The Home Room section serves as the main dashboard, or command center, for each course. Within the Home Room, students can set up a study schedule, download and print practice tests, review assignments and recommended study lessons, and view their progress reports.
- Exam Room: The Exam Room section hosts all online grades and video review features that correspond with each student's course. From the main Exam Room grid, students can select a specific practice section for grades and view their lessons to correct their mistakes. Each test section includes a preset timer that is used to simulate true testing conditions.
- Study Hall: The Study Hall section displays all of the remedial data collected from the student's completed practice tests. The student's Study Hall is updated every time he or she completes a graded practice section. Study Hall lessons are designed to help each student learn test-specific content matter that he or she might have missed in school and to learn proven test-taking strategies.
- WordSmith: The WordSmith section offers students an opportunity to engage in vocabulary tools and includes nearly 1,500 common SAT and ACT words. A large and varied functional vocabulary is helpful on standardized college-entry exams, in school, and in life. Students participate in the online-only course with assigned WordSmith activities to complete throughout their individualized course. After words get sorted from a word bank, students are able to review the words and use online flashcards and are tested with computer-generated quizzes.

****Note: In Kind Services are estimated to cost $40 per student**

Sylvan Math Prep

Our mission is to equip each student to achieve.
We recognize that math presents a significant challenge to many students, particularly in the middle and high school years. SylvanMathPrep is a new online program that we believe can become a valuable resource for your teachers and students.

As part of the Sylvan intervention contract, San Leandro High School will receive a 24 hour, 7 day a week license to Sylvan Math Prep that can be used by the ENTIRE school.

- Includes Pre-Algebra, Algebra 1, Geometry & Algebra 2
- Contains 2,000 videos that are organized into 750 lessons
- Each lesson contains practice problems, a sheet describing the concept being taught, and a self test
- Includes powerful textbook search and keyword search features
- The student is in control of the learning experience…and can review a video or practice problem many times to help them master a concept
    - The videos average 2 minutes in length
- Every practice problem has the answer and work available for the student to review
- Students can also print out a worksheet with each lesson. There are 750 worksheets in SylvanMathPrep.
- SylvanMathPrep is self-paced so it can help students catch up, keep up, or get ahead**.**

****Note: In Kind Services are estimated to cost $40 per student**

Schedule 2 – Date, Time & Place of Performance

CONTRACTOR agrees to deliver the following:

TUTORING:
264 hours of academic intervention in upper level math and science– Monday – Thursday beginning September 9, 2013 and concluding June 5, 2014

ACT PREP:
26 hours – 20 hours of instruction – 6 hours of proctored pre and post test
Free subscription to Sylvatestprep.com
Pre Test given Saturday, September 7th
Instruction given Saturdays, September 14th – October 19th. (Post test given October 12th – and review on October 19th)

Schedule 3 – Considerations (Payment Terms)

TUTORING:
Total Cost of program is $78,000

CONTRACTOR requests $39,000 due 10/1/2013
$39,000 due 3/1/2014

ACT PREP:

25 students:	$6250 a class
11-20 students:	$5400 a class
0-10 students:	$3200 a class

CONTRACTOR requests total amount due 10/1/2013