Service Agreement

This Service Agreement ("Agreement") is entered into as of December 1, 2013 (the "Effective Date") by and between We Teach Science Foundation, Inc., a California corporation ("Vendor") and the San Leandro Unified School District ("Customer"). This Agreement governs Vendor and Customer's work executing the Remote Tutoring & Mentoring Program ("RTM Program"), which includes various collaborative and administrative actions to ensure continued success of the RTM Program.

1. VENDOR AND CUSTOMER RESPONSIBILITIES
   1.1. CUSTOMER RESPONSIBILITIES
      1.1.1. Provide the allocated number of students that qualify ("Basic" and "Below Basic" students as measured by the California Standardized Test; over 50% of students qualify for Free and/or Reduced Lunch programs) for the RTM Program
      1.1.2. Ensure students remain in the RTM program for the entire school year
      1.1.3. Host the mentor-student orientation session at the beginning of the program at each of the District's schools participating in the Program
      1.1.4. Distribute and secure signatures on the "parent packet" document to the parents of participating students
      1.1.5. Purchase headsets with microphones and webcams for all students participating in the RTM Program
      1.1.6. Share an electronic copy of the textbook (Teacher's Edition) with the Vendor
      1.1.7. Keep secure and maintain the headsets in good, workable condition
      1.1.8. Keep secure and maintain, in good, workable condition, the pen-based tablets provided by Vendor
      1.1.9. Restrict the use of the headsets and pen-based tablets only to students in the RTM Program and only for RTM Program purposes.
      1.1.10. Provide and maintain classrooms or labs to host student participants during remote tutoring sessions
      1.1.11. Provide each student in the RTM Program with a computer with adequate broadband internet connection for each remote tutoring session. Ensure there are at least two spare computers available during each session in case of failure.
      1.1.12. Dedicate one period (of at least 45 minutes) each school week as the remote tutoring period for each student participating in the RTM Program
      1.1.13. Time for RTM sessions will be allocated for the entire school year and will be at the same time and on the same day each week.
      1.1.14. RTM Sessions will only be scheduled on Tuesdays, Wednesdays, or Thursdays.
      1.1.15. Assign an onsite teacher to monitor the students during every remote tutoring session
      1.1.16. Teachers will share weekly updates on classwork, homework, and tests with the Vendor
      1.1.17. Teachers will provide Vendor with progress reports (template provided by Vendor) on participating students every 4-6 weeks during the RTM Program

1.2. VENDOR RESPONSIBILITIES

1.2.1. Recruit, screen, and train mentors for the RTM Program

1.2.2. Match individual students with a mentor

1.2.3. Coordinate and lead a mentor-student orientation session at the beginning of the school year

1.2.4. Create a “parent packet” document that includes a Program description, sets out expectations for students, and seeks a waiver of liability, among other things, to be distributed by the District to parents of participating students

1.2.5. Host and maintain a web-based system for remote tutoring sessions

1.2.6. Provide upto 30 pen-based tablets for each participating school

1.2.7. Record all remote tutoring sessions (virtual whiteboard, voice, and, in some cases, video)

1.2.8. Make session recordings available to participating students and mentors via restricted login and password access

1.2.9. Store all session recordings on a secure server for at least five (5) years

1.2.10. Provide a program coordinator(s) dedicated to support the RTM Program generally for the District and supervise in person all remote tutoring sessions in the classroom

1.2.11. Create a post-program report summarizing aggregated student data and outcomes for the District’s students

2. TERM AND TERMINATION

2.1. Term. This Agreement is effective as of the Effective Date and expires on the one (1) year anniversary of the Effective Date.

2.2. Termination by Customer. Customer may at any time terminate this Agreement if the other party fails to cure any material breach of this Agreement within 30 days after written notice

2.3. Termination by Vendor. Vendor may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter);

3. GENERAL TERMS

3.1. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

3.2. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

In Witness Whereof, the parties have executed this Service Agreement as of the Effective Date.

San Leandro Unified School District	We Teach Science Foundation
_____	_____
Mike McLaughlin, Ed.D. Superintendent	Aragon Burlingham Founder and President
Date: _____	Date: _____