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 Reading, teachers of Mathematics, and the National Reading Panel.

THIS AGREEMENT is entered on February 28, 2018 by and between **San Leandro Unified School District** 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 English Language Arts and or Mathematics intervention services for San Leandro 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. **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.

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
Sylvan Learning

DISTRICT: San Leandro Unified School District
By:
Joanne Clark

_____
San Leandro Unified School District

Schedule 1 – The Services

CONTRACTOR agrees to deliver the following services:

- 30 hours of academic services for students in grades 1-5 serving the following schools:
  - Jefferson, Wilson, McKinley, Washington, Garfield, Monroe, Madison, Roosevelt
- 4 hours of pre and post testing
- Students will be served in an 8:1 student to teacher ratio
- Sylvan will provide all teachers, curriculum and support materials such as workbooks, pencils, etc.

SCHOOL agrees to deliver the following:

- School agrees to initially notify parents/guardians of Sylvan services to be provided; then Sylvan will outreach to families regarding testing and instructional calendar.
- School agrees to provide suitable space for students

Schedule 2 – Date, Time & Place of Performance

CONTRACTOR agrees to deliver the following:

Suggested principal meeting dates:	Week of March 5th
Suggested Testing Dates:	Week of March 12th
Suggested instruction start dates:	Staggered school starts weeks of March 19 – March 28th (depending on number of schools)
Times and dates of service:	Monday/Tuesday cohort 3:00 – 5:00 Wed. (1:50 – 3:50) Thursday (3:00 – 5:00)
Instruction Conclusion and Post tests:	Staggered Post tests – Week of May 14th – May 24th

Schedule 3 – Considerations (Payment Terms)

$780 per student for 30 hours of instruction and 4 hours of pre and post testing