Sylvan Learning

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 1/10/2019 by and between **San Leandro Unified School District for Garfield 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 Math intervention services for **14 students (+ 2 scholarship students)** amount of 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; Garfield Elementary School

By: Joanne Clark

Director Prevention and Intervention Services
San Leandro Unified School District

Lynda Hornada

Principal
Garfield Elementary

Schedule 1 – The Services

CONTRACTOR agrees to deliver the following services:

- **36 hours** of student academic intervention support in Mathematics
- Students will be selected by Garfield Elementary and then pre and post assessed using the GMADE Sylvan assessment tests.
- Assessment results & school data will be used to place students in two groups of 8.
- Sylvan will provide all curriculum and support materials such as workbooks, pencils, math manipulatives, etc.
- Sylvan will provide pre and post test data to Garfield Elementary
- Garfield Elementary agrees to initially notify parents/guardians of Sylvan services to be provided; then Sylvan will outreach to families regarding testing and instructional calendar.

Schedule 2 – Date, Time & Place of Performance

CONTRACTOR agrees to deliver the following:

- Suggested Initial testing date: Mon. 1/28
- Suggested Instruction Start date: Mon. 2/4 (Monday/Tuesday cohort) and Wed. 2/6 (Wed/Thurs. cohort)
- Times and dates of service: 3rd grade – M/T 2:10 – 4:10, W: 1:50 – 3:50, Thurs. 2:10 – 4:10

  4th grade – M/T 3:00 – 5:00, W: 1:50 – 3:50 – Thurs. 3:00-5:00

Suggested post test: M/T cohort: April 9th

Schedule 3 – Considerations (Payment Terms)

Cost of program:

$10,150

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Bay Area Education Support Systems dba Sylvan Learning

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: Sylvan Learning

[Authorized Representative]

Title: Director of Contract Services

Date: 1/19/2019

For the SLUSD:

[Superintendent or Designee]

Title: Director Prevention + Intervent

Date: 1/30/19

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Michelle Richmond	8/20/2016	8/20/2016
Alissa Mahoney	9/10/2017	9/10/2017

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Bay Area Education Support Systems, dba Sylvan

By: _____ Date: 1/31/2019

(authorized signatory)

Name: Barbara Sabbadini Title: Director of Contract Services

SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Lynda Hornada / _____ / 2/1/19
(SLUSD) Print Name / Signature / Date

Name of Consultant/Organization: Sylvan Learning - Barbara Sabbadini

Address / City / State / Zip

(510)928-4646 / _____ / educate@sylvanpiedmont.com
Telephone Number / Fax Number / Cell # or E-Mail Address

SCOPE OF WORK: Sylvan instructors will provide after school intervention in mathematics for designated students.

LOCATION OF SERVICES: Garfield Elementary School

DATE(S) OF SERVICE: Feb 2019 - April 2019

ESTIMATED COST: $10,150 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Sylvan Learning

BUDGET NUMBER: _____ (or ASB funds____)

Administrator/Program Manager Approval:

Lynda Hornada / _____ /Date: 2/1/2019
Print Name / Signature

Consultant/Contractor:

Barbara Sabbadini / _____ /Date: 1/31/19
Print Name / Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department

REVISED 4-16-14 RA/RM/MK