

Board Office Use: Legislative File Info.	
File ID Number	12-3053
Introduction Date	12/12/2012
Enactment Number	12-2947
Enactment Date	12-12-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date December 12, 2012

Subject Memorandum of Understanding - Learn It Online, LLC - 998/Supplemental Educational Services (SES) of State and Federal Compliance

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Learn It Online, LLC, Baltimore, Md, Supplemental Educational Services to be primarily provided to meet State and Federal Compliance for the period of December 19, 2012 through June 13, 2013 utilizing Title I funds under No Child Left Behind, section 116(e), in an amount not to exceed \$135,320.28 (maximum reimbursable amount).

Background In the Elementary and Secondary Education Act, as amended in 2001, Section 1116(e) of Title I, Part A requires provision of SES academic tutoring for eligible students from schools identified as PI Year 2 or greater. Supplemental Educational Services (SES) are additional academic instruction provided outside of the regular school day and designed to increase the academic achievement of students. SES, or free tutoring, must be high quality; research based, and specifically designed to increase student academic achievement. Eligible students are all low-income students who attend Title I PI Years 2 through 5 schools. In those instances when the LEA is not the approved SES provider chosen by the parent via an equitable selection process, the LEA establishes service agreements with SES providers approved by the State Board of Education (SBE). Each SBE approved SES provider servicing the LEA must provide the LEA with its approved application to show the design of the tutoring plan that was proven to be effective according to the results submitted to the CDE in the application.

Discussion Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and Learn It Online, LLC, Baltimore, MD for the latter to provide tutoring in Mathematics and/or Language Arts to eligible students, as determine by No Child Left Behind guidelines. Individual Learning Plan and Learn It Online, LLC must provide student progress reports to parents and teachers for all eligible students receiving Supplemental Educational Services (SES). Services are to be provided for the period of December 19, 2012 through June 13, 2013 in an amount not to exceed \$135,320.28



Recommendation Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and Learn It Online, Baltimore, MD Services to be primarily provided to SES to State and Federal Compliance for the period of December 19, 2012 through June 13, 2013 utilizing Title I funds under No Child Left Behind, section 116(e), in an amount not to exceed \$135,320.28 (maximum reimbursable amount).

Fiscal Impact Funding Resource: Title I in an amount not to exceed \$135,320.28

- Attachments**
- Memorandum of Understanding including scope of work
 - Exhibit A - Individual Services Agreement/Statement of Qualifications
 - Exhibit B - Insurance Certification
 - Exhibit C - TB & Fingerprinting Background Check Certification
 - Exhibit D - Staff Qualifications and Invoicing Forms

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT (OUSD) and
LEARN IT ONLINE, LLC
2012-2013**

1. Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as “MOU”, “Contract” or “Agreement”) is entered into this December 19, 2012 between the Oakland Unified School District (hereinafter referred to as “OUSD”) and **Learn It Online, LLC** (hereinafter referred to as “CONTRACTOR”) to provide Supplemental Educational Services (hereinafter referred to as “SES” or “Supplemental Educational Services”) in the form of tutorial services to designated eligible students under the following federal guidelines:

No Child Left Behind, Supplemental Educational Services, Title I, Section 1116(e).

It is understood that this Contract does not commit OUSD to pay for Supplemental Educational Services, unless and until the OUSD SES Department approves the provision of Supplemental Educational Services to any particular student by CONTRACTOR.

2. Terms of Contract

The term of this Contract shall begin on December 19, 2012, and end on June 13, 2013 (“Term”).

3. Individual Learning Plan

3.1 Before CONTRACTOR begins Supplemental Educational Services to any particular student, CONTRACTOR shall submit to OUSD an executed Individual Learning Plan (hereinafter referred to as “ILP”) as specified by the OUSD SES Department for said OUSD student. CONTRACTOR shall use OUSD ILP. This form shall acknowledge CONTRACTOR’S intent to provide all services specified in the student’s ILP.

3.2 This Contract shall include an ILP developed for each OUSD student to whom CONTRACTOR is to provide Supplemental Educational Services. The CONTRACTOR will complete, on behalf of OUSD, the ILP for each student the CONTRACTOR serves. An ILP shall only be issued for OUSD students enrolled with the approval of the OUSD SES Department and shall outline specific achievement goals as determined by individual student assessment.

3.3 Any and all changes to an OUSD student’s educational program shall be made solely on the basis of a revision to the OUSD student’s ILP. At any time during the term of this Contract, an OUSD student’s parent, CONTRACTOR, or OUSD may request a review of an OUSD student’s ILP.

4. Scope of Work

4.1 OUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), in the form of Exhibit A, which is attached hereto and made a part hereof and generally describes CONTRACTOR'S program.

4.2 Under this Contract, CONTRACTOR shall conduct the following scope of work:

- (a) Provide English language arts and/or mathematics instruction outside of school hours;
- (b) Ensure that instruction and content is aligned with the State mathematics or language arts student academic achievement standards per ESEA 1116 (e)(5)(b);
- (c) Ensure that eligible students with disabilities, including students under Section 504, will receive appropriate services and accommodations;
- (d) Ensure, to the extent practicable, that Limited English Proficient students will receive appropriate services;
- (e) Develop an ILP based upon a template furnished by OUSD, unless other arrangements are agreed upon by CONTRACTOR and the OUSD, for each individual student in consultation with parents and OUSD staff, including how the student's progress will be measured, and a timetable for improving achievement [(Sec 1116 (e)(3) (A))];
- (f) Provide a copy of each ILP to the parent, Site Administrator and OUSD SES office by January 25, 2013;
- (g) Make every effort, to the extent possible, to communicate in a language that the parent understands and provide translation services for all parent meetings;
- (h) Follow and implement District Facility Use procedures and pay any applicable fees if a school site location is to be utilized;
- (i) Utilize the OUSD SES Attendance Log format and Electronic Spreadsheet to report monthly attendance for services provided to expedite confirmation of students served and assist OUSD in collecting valuable data about services rendered;
- (j) Provide incentives for students, if applicable, that are reasonable and presented in a timely manner (See Section 41: Incentives and Marketing);
- (k) Align ILP with the student's IEP in the case of a student with a disability;
- (l) Provide student progress reports to student, student's parents, school Site Administrator, teachers, and the OUSD SES office in recommended or similar format minimally every fifteen (15) hours of service;
- (m) Prohibit the disclosure to the public the identity of any student eligible for, or receiving SES services without the written permission of the student's parents (Sec 1116 (e)(3)(E));
- (n) Ensure that SES services will be provided consistent with applicable health, safety, and civil rights laws as required under ESEA 1116 (e)(5)(c);
- (o) Provide instruction that will be secular, neutral and non-ideological;
- (p) Coordinate the scheduling of on-site sessions with existing on-site after school programs;
- (q) Provide OUSD SES Office with updated contact information for (1) CONTRACTOR accounts manager responsible for invoices, (2) local CONTRACTOR coordinator responsible for OUSD SES services at OUSD and (3) all staff providing direct service to OUSD students;
- (r) Follow OUSD after-school policies and procedures for services;
- (s) Comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the OUSD SES Office;
- (t) Ensure that onsite tutors meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (i) an AA degree; or completion of 48 semester units in college; or (ii) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

4.3 As the LEA in reference to NCLB Act, 20 USC Section 6316(3)(3) for the purpose of providing Supplementary Educational Services to eligible students in the district, the responsibilities of OUSD include the following:

- (a) Provide an annual notice to potential providers of SES the opportunity to work with OUSD students;
- (b) Host an orientation meeting for approved SES providers seeking to provide services in OUSD;
- (c) Establish and implement eligibility/priority processes for

students; (d) Develop a list of approved providers from which parents/guardians may select; (e) Prohibit all SES providers from disclosing to the public the identity of any student eligible for, or receiving, Supplemental Educational Services without the written permission of the student's parents/guardian; (f) Monitor services provided by approved provider; (g) Enter into MOU contractual agreements with SES providers per number of Parent Requests for services; (h) Develop, in consultation with parents (and the provider chosen by the parents) a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement; (i) Prominently display on its Web site, in a timely manner to ensure that parents have current information: (i) beginning with data for the 2007–2008 school year and for each subsequent school year, the number of students who were eligible for and the number of students who participated in SES; and (ii) for the current school year, the list of providers approved by the SEA to serve in the LEA and the locations where services are provided (j) Assist the SEA in identifying potential providers within the LEA; (k) Investigate and forward any complaint or reported instances of inappropriate conduct by CONTRACTOR to the SEA, the California Department of Education.

Exhibit A - Individual Services Agreement

5. Integration

This Contract and all attachments and amendments thereto including the ISA, each ILP, and the OUSD SES policies and procedures constitute the entire agreement between OUSD and CONTRACTOR. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the preceding sentence, OUSD may modify or amend this Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

6. Definitions

The following definitions shall apply for purposes of this Contract:

- a. The term "Supplemental Educational Services" means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the local educational agency (LEA, in this case, OUSD) and are aligned with the State of California's academic content standards. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section 1116(e)(12)(C)]
- b. The term "authorized OUSD representative" means an OUSD administrator assigned to the OUSD SES Program.
- c. The term "credential" means a valid credential, life diploma, permit, or document in education, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

- d. The term “qualified” means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. The term “eligible students” means those students identified by OUSD who meet specific requirements under Title I.
- g. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- h. The term “days” means calendar days unless otherwise specified.
- i. The phrase “billable day” means a service day meeting the requirements for payment under this Contract.
- j. The phrase “billable day of attendance” shall have the meaning set forth in Section 22 of this Contract.
- k. The phrase “billable hour” means a service hour, which is direct tutor-pupil instruction time as determined by the ISA.
- l. The phrase “home school” means an OUSD student’s actual school of attendance identified on the student list or on the registration form.
- m. The term “incentive” means any up-front monetary or material gifts valued at no more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child, and incentives valued at \$50.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels AFTER they have begun service.

7. Notices

All notices provided for by this Contract shall be in writing.

Notices mailed to OUSD shall be addressed to:	Notices mailed to CONTRACTOR shall be addressed to:
Susana Ramirez, Director of State & Federal Compliance	Raquel Whiting Gilmer, Vice President Legal & Government Affairs
Oakland Unified School District (OUSD)	Learn It Online, LLC
SES Office 1025 2 nd Ave., Room 116 Oakland, CA 94606 Susana.ramirez@ousd.k12.ca.us	3600 Clipper Mill Road Suite 330 Baltimore, MD 21211 raquel.whiting@learnitystems.com

Notices shall be mailed, e-mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

8. Maintenance of Records/Confidentiality

8.1 CONTRACTOR will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning District students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or District employee data provided or made available to CONTRACTOR in connection with this Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act and the Children's Internet Protection Act), and will observe all District security procedures related to the foregoing, as in effect from time to time.

8.2. All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Codes sections 49061(b); registers and roll books of tutors and/or daily service providers; daily service logs and notes and other documents used to record the provision of services including ILPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of paid staff and volunteer sign-in sheets; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks.

8.3. This Contract, all communications and information obtained by CONTRACTOR from District relating to this Contract, and all information developed by CONTRACTOR under this Contract including without limitation all pupil records and the identity of OUSD students being served by CONTRACTOR shall be kept confidential. Except as provided in Subsection 8.5 and 8.8, without prior written consent of an authorized representative of District, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform the District, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from District for any purpose other than the performance of this Contract, without District's written consent.

8.4 At the conclusion of the performance of this Contract and upon the written request of OUSD, CONTRACTOR shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, CONTRACTOR may retain copies of such materials, subject to the requirements of Subsections 8.1, 8.2 and 8.3.

8.5 CONTRACTOR may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Section 8 that is reasonably required for the

performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to the requirements of Section 8 and shall provide a copy of such agreement to District.

8.6 CONTRACTOR represents that it shall not publish or cause or be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District.

8.7 CONTRACTOR shall maintain OUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees and agents who have access to confidential records (as described in Subsection 8.1, 8.2 and 8.3). CONTRACTOR shall maintain an access log for each OUSD student's pupil record which lists all persons, agencies, or organizations requesting or receiving information with respect to such pupil record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the OUSD student's pupil record. Such log need not record access to the OUSD student's pupil records by: (a) the OUSD student's parent; (b) an individual to whom written consent has been executed by the OUSD student's parent; or (c) employees of OUSD or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the pupil record. For purposes of clause (c) above, "employees of OUSD or CONTRACTOR" do not include subcontractors.

8.8 CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8.9 CONTRACTOR'S obligation under this Section 8 shall survive cancellation, termination, or expiration of this Contract.

9. Severability Clause

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

10. Successors in Interest

This Contract binds CONTRACTOR'S successors and assignees.

11. Venue and Governing Law

All questions concerning the validity, interpretation and performance of this Contract shall be governed by and decided in accordance with the laws of the State of California without regard to choice of law principles. The parties hereby submit and consent to venue and the exclusive jurisdiction of any state or federal courts located within the City of Oakland, California and irrevocably agree that all actions or proceedings relating to this Contract shall be litigated in such courts.

12. Termination for Convenience

12.1 The OUSD may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time, for the OUSD's convenience and without cause. Upon receipt of such notice, the CONTRACTOR shall:

(a) Immediately discontinue all services affected (unless the notice directs otherwise) and

(b) Deliver to the OUSD all information and material as may have been involved in the provision of services whether provided by the OUSD or generated by the CONTRACTOR in the performance of this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the CONTRACTOR of such notice.

12.2 If the termination is for the convenience of the OUSD, CONTRACTOR shall submit a final invoice within 60 days of termination, and the OUSD shall pay the CONTRACTOR the sums earned for services actually performed prior to the effective date of termination and other reasonable costs incurred by the CONTRACTOR to implement the termination in accordance with the provisions of this Contract.

12.3 The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to the CONTRACTOR in accordance with this section shall constitute the CONTRACTOR'S exclusive remedy for any termination hereunder.

12.4 Either party may terminate this Agreement with or without cause by providing Thirty (30) days' notice, in writing, to the other party. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from.

12.5 Services to an individual student may be terminated by CONTRACTOR with consent of the OUSD if the student fails to attend 3 or more sessions, per written parental request, the student's dis-enrollment from the District, if this MOU is terminated, or if the student's conduct or behavior threatens the safety or well-being of that student, other students or staff members, or substantially detracts from the learning environment.

13. Termination for Default

13.1 The OUSD may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time because of the failure of the CONTRACTOR to fulfill its contractual obligations and the District may, in its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

(a) Immediately discontinue all services affected (unless the notice directs otherwise) and

(b) Deliver to the OUSD all information and material as may have been involved in the provision of services whether provided by the OUSD or generated by the CONTRACTOR in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract shall be as of the date of receipt by the CONTRACTOR of such notice.

13.2 If the termination is due to the failure of the CONTRACTOR to fulfill its contractual obligations, the CONTRACTOR shall be liable to the District for any reasonable costs or

damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to the OUSD upon notice of the excess so due.

13.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the OUSD subject to Section 12.

13.4 The CONTRACTOR shall not be entitled to any anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to the CONTRACTOR in accordance with this section shall constitute the CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of the OUSD provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Change of Control

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate), or CONTRACTOR is merged with or into another entity (other than an Affiliate) to form a new entity, then, at any time within nine (9) months after the last to occur of these events, OUSD may terminate this Agreement by (a) giving CONTRACTOR ninety (90) calendar days' prior written notice and (b) designating a date upon which the termination(s) will be effective.

15. Termination for Insolvency

OUSD may terminate this Agreement in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment.

16. Insurance

16.1 CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its

obligations under this Contract or either party's use of the Work or any component or part thereof:

(a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(b) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

16.2 CONTRACTOR, no later than the date that this Contract is signed, and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability Insurance form ACORD 25-S or the Marsh, Inc. insurance certificate form. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to above shall name the Oakland Unified School District as an additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this Contract.

16.3 If at any time said policies of insurance lapse or become canceled, this Contract shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to OUSD.

16.4 If OUSD determines that change in insurance coverage obligations under this section is necessary, OUSD may reopen negotiations to modify the insurance obligations.

Exhibit B - Insurance Certificates

17. Indemnification and Hold Harmless

17.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs or damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement.

17.2 CONTRACTOR'S obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD.

17.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to

indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of paragraphs 17.1 and 17.2.

18. Independent Contractor and Conflict of Interest

18.1 CONTRACTOR shall provide all services under this Contract as an independent CONTRACTOR, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the OUSD and any individual assigned by CONTRACTOR to perform any services for the OUSD. If the OUSD is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR or any person performing services on CONTRACTOR'S behalf, CONTRACTOR shall defend, indemnify and hold harmless the OUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the OUSD as a result of that holding.

18.2 CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement, with the exception of OUSD teachers hired to tutor students in the SES program. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.

19. Subcontracting

19.1 CONTRACTOR shall provide written notification to OUSD before subcontracting for Supplemental Educational Services pursuant to this Contract. CONTRACTOR shall subcontract only with Supplemental Educational Service providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving OUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of Supplemental Educational Services for any OUSD student, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of liability insurance including, but not limited to, general liability and professional liability policies acceptable to OUSD with the limits stated in Section 16. CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to send written notice of cancellation to OUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

19.2 If the CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Contract, CONTRACTOR must demonstrate compliance with the insurance requirements of Section 16, with respect to each such independent contractor by either:

- (a) Covering each such independent contractor under CONTRACTOR'S own insurance, as evidenced by submitting complete copies of all relevant insurance policies of CONTRACTOR; or
- (b) Submitting insurance certificates evidencing that each such independent contractor has its own insurance and has coverage which complies with the insurance requirements of Section 16.

19.3 CONTRACTOR shall not provide transportation or subcontract for transportation services for OUSD students unless OUSD and CONTRACTOR agree otherwise in writing.

19.4 Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in Section 16 shall also constitute a material breach of, and may result in, termination of the Contract.

20. Appropriate Educational Services

Unless otherwise agreed to between CONTRACTOR and OUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for OUSD students, as specified in the OUSD student's ILP and the ISA. CONTRACTOR shall make no charge of any kind to parents for Supplemental Educational Services as specified in the OUSD student's ILP (including, but not limited to, screenings, OUSD designated and other assessments, or interviews that occur prior to or as a condition of the OUSD student's enrollment under the terms of this Agreement).

21. Instructional Minutes

The total number of minutes per day provided by CONTRACTOR shall be specified in the ISA and in each OUSD student's ILP and all instruction shall be provided outside of the normal school day.

22. Calendars

CONTRACTOR shall be provided with an OUSD-developed/approved calendar. CONTRACTOR shall provide services pursuant to the OUSD-developed/approved calendar and as specified in the ISA and the OUSD student's ILP. CONTRACTOR shall bill only for services provided on billable days of attendance as specified and agreed to in writing by the OUSD and included in the ISA and OUSD student's ILP.

23. Complaint Procedures

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of OUSD students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy,

California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 34 CFR 106.8 (a) (d) and 106.9 (a), and any other policies required by law. CONTRACTOR shall provide documentation of these procedures to the OUSD SES Department no later than the date that this Contract is signed.

24. OUSD Student Progress Reports/Report Cards and Assessments

24.1 CONTRACTOR shall provide to parents, SES Department, and each OUSD student's home school written progress reports/report cards pursuant to the requirements specified by the OUSD SES Department. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business and made available upon request of OUSD and/or the OUSD student's parent(s).

24.2 If applicable, CONTRACTOR shall administer OUSD designated pre-test assessments at the beginning of service to each OUSD student and administer OUSD designated post-test assessments to each OUSD student before the end of the term of the relevant student's ILP. CONTRACTOR shall not charge the OUSD student's parent(s) or OUSD for the provision of progress reports, report cards, and/or any assessments including the designated or any other pre and post test assessments, any interviews, or meetings. CONTRACTOR shall be responsible for purchase of the designated assessment tools necessary to comply with the above through the company chosen by the OUSD, if applicable.

25. OUSD Student Change of Enrollment

If the OUSD student's change of enrollment is to a home school (where the child actually attends classes) outside of OUSD's service boundaries or an OUSD home school (where the child actually attends classes) whose students are not eligible for Supplemental Educational Services under the No Child Left Behind Act, OUSD shall not be responsible for the costs of services delivered after the OUSD student's change of enrollment. The OUSD shall not be responsible for the costs of services if the application form states an OUSD home school (where the child actually attends classes) whose students are not eligible for Supplemental Educational Services under the No Child Left Behind Act.

26. Withdrawal of OUSD Student from Program

CONTRACTOR shall immediately report, by telephone, to the OUSD SES Department when an OUSD student is withdrawn by parent from services. CONTRACTOR shall confirm such telephone call in writing as specified by the OUSD SES Department.

27. Parent Access

CONTRACTOR shall provide for reasonable parental access to OUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parental visits and access to OUSD students.

28. Monitoring

28.1 CONTRACTOR shall allow access by OUSD to CONTRACTOR'S facilities (including on-line and in-home sessions) for periodic monitoring of each OUSD student's instructional program and shall be invited to participate in a review of each student's

progress. OUSD shall have access to observe each OUSD student at work (including during on-line and in-home sessions), observe the instructional setting, interview CONTRACTOR, and review each OUSD student's records and progress. Such access shall include unannounced monitoring visits (including during on-line and in-home sessions). When making site visits, OUSD shall initially report to CONTRACTOR'S site administrative office, if applicable. If CONTRACTOR provides online services, before services are provided under this Contract, CONTRACTOR shall provide to OUSD all website addresses, passwords, and any other information necessary to permit OUSD to access CONTRACTOR'S online services.

28.2 CONTRACTOR shall participate in an annual review process as deemed appropriate by OUSD. This review will address, among other things, programmatic aspects of the CONTRACTOR, compliance with relevant state and federal regulations, assessments of OUSD students, OUSD student achievement growth, and Contract compliance.

28.3 CONTRACTOR shall participate in any reviews, including without limitation, self reviews as required by law.

28.4 CONTRACTOR understands that OUSD reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

29. Personnel Clearance Requirements

29.1 CONTRACTOR shall comply with the requirements of California Education Code sections 45125.1, 35021.1, 35021.2 and Title 5, California Code of Regulations section 13075.2, including, but not limited to:

- (a) Obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") OR the home state Department of Justice or an equivalent agency, if they do not reside in California, AND clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"), for CONTRACTOR'S employees, and volunteers, and subcontractors prior to providing services to any OUSD student unless CONTRACTOR determines that the employees, volunteers, and subcontractors will have no contact with OUSD students. Such DOJ/equivalent agency and FBI clearance shall occur within the past calendar year and include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 45122.1, unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 45125.1(f) (1) or (2). Tutors who do not live in the United States and whose criminal records are not available to the FBI through their home countries, cannot be cleared to work with OUSD students. In addition, CONTRACTOR shall make a request for subsequent arrest service from the DOJ/equivalent agency as required by California Penal Code section 11105.2 with respect to each such person.
- (b) Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have been tested and received clearance for TB within the past four years. (Tutors providing service via telephone or Internet only do not need TB clearance.)

29.2 CONTRACTOR shall certify in writing on CONTRACTOR's letterhead to OUSD that CONTRACTOR has at all times complied with this Section of the Contract. Clearance certifications shall be submitted to the OUSD SES Department pursuant to the requirements of the OUSD SES Department.

Exhibit C - Fingerprinting/TB letter

30. Verification of Licenses, Credentials and other Documents

30.1 Before the start of Service and monthly thereafter, CONTRACTOR shall submit to OUSD a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework, completed, etc.) which entitle the holder to provide Supplemental Educational Services held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Contract. CONTRACTOR shall, in a manner specified by the OUSD SES Department, notify OUSD each month with the submission of the invoices when personnel changes occur which may affect the provision of Supplemental Educational Services to OUSD students.

30.2 CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Contract. CONTRACTOR shall provide to OUSD monthly updated information regarding the status of licenses, credentials, permits and/or other documents upon request.

31. Onsite Services

31.1 CONTRACTOR will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision.

31.2 CONTRACTOR staff and agents who directly supervise students must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

31.3 For all elementary and middle school students, CONTRACTOR shall, before the first session, agree with the parent or guardian on students' pick up arrangements at the end of each session. In no case shall the CONTRACTOR leave the school site until all students have been picked up, unless specific arrangements have been made with the student's parent or guardian.

31.4 If students are scheduled to attend another afterschool program after the SES session, CONTRACTOR shall be responsible in ensuring that the student is accompanied to the next program.

31.5 CONTRACTOR shall appoint a coordinator/lead staff person for each school site hosting an onsite SES program. The coordinator shall be present and accessible at the school site any time that CONTRACTOR is conducting SES programs.

32. Health and Safety

32.1 CONTRACTOR shall comply with all applicable federal, state, local and OUSD laws, regulations, ordinances, policies, and procedures, as well as OUSD policies and procedures, regarding student health and safety.

32.2 For all elementary and middle school students, CONTRACTOR shall, before the first session, agree with the parent or guardian on students' pick up arrangements at the end of each session.

32.3 CONTRACTOR shall comply with the official OUSD Nutritional Policy with regard to student snacks and incentives.

33. Facilities and Facilities Modifications

33.1 In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons at no cost or liability to OUSD.

33.2 Other than services provided in the student's home, CONTRACTOR shall provide Supplemental Educational Services to OUSD students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

34. Incident/Accident Reporting

CONTRACTOR shall submit, within 24 hours by mail, any accident or incident report to the OUSD SES Department. CONTRACTOR shall submit accident or incident reports pursuant to the procedures specified by the OUSD SES Department.

35. Child Abuse Reporting

CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with and agree to adhere to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the OUSD SES Department no later than the date that this Contract is signed. CONTRACTOR must develop and/or maintain a written child abuse reporting procedure.

36. Reporting of Missing Children

CONTRACTOR assures OUSD that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the OUSD SES Department no later than the date that this Contract is signed. CONTRACTOR must develop and/or maintain a written missing children reporting procedure.

37. Enrollment, Contracting, Attendance Reporting, and Billing Procedures

37.1 CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the OUSD SES Department.

37.2 CONTRACTOR shall maintain separate registers for each OUSD student that fully describe the Services provided. Original attendance forms (i.e. daily service logs and notes describing the Services provided) shall be initialed daily by the student and completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by OUSD during the Term and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

37.3 CONTRACTOR must begin providing services to students by February 11, 2013, and must provide at least 80% of their services to 90% of the enrolled students by April 19, 2013. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each student as indicated in the ISA and prior to the testing period unless otherwise agreed to in writing between the CONTRACTOR and the OUSD.

37.4 Funds will be encumbered from the OUSD Title I budget on behalf of CONTRACTOR for the school year 2012-2013 up to and not to exceed **\$ 135,320.28**.

37.5 The Agreed upon hourly reimbursement rate is equal to **\$ 80.00**.

37.6 Payments for full provision of services for each student will equal the required 2011-2012 OUSD PPA rate as cited on the California Department of Education website. In no event shall OUSD incur any obligation or expense in excess of the state/federal reimbursement amount.

37.7 Payments will be made on a positive attendance basis, equal to the PPA amount divided by the total number of hours of instructional services projected to be provided. There are no options for multiple hourly rates or "free hours" in OUSD.

37.8 CONTRACTOR shall receive compensation only for sessions attended by OUSD students and Supplemental Educational Services actually provided to OUSD students. CONTRACTOR shall not receive compensation for homework or assignments completed outside of the direct tutoring session. CONTRACTOR shall not receive compensation for OUSD student absences. CONTRACTOR shall not receive compensation for more than one hour each for the administration of the pre-test and post-test assessments. CONTRACTOR shall not receive compensation for initial assessment if the student completes less than 2 hours of direct tutoring service. CONTRACTOR shall not receive compensation for parent orientation meetings, individualized parent meetings, meetings with OUSD staff or Site Administrators. Start up costs will not be paid for, nor will additional itemized listing of supplies or administrative overhead. These costs should be built into the hourly rate.

37.9 CONTRACTOR shall submit invoices and related documents to OUSD for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in a manner prescribed by the OUSD SES Department. Invoices for payment of services for SES must be itemized, accompany detailed attendance reports and include evidence of the following staff qualifications for each CONTRACTOR employee and agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice fingerprint clearance, and Instructional Aide requirement. CONTRACTOR will utilize the required OUSD invoicing and staff qualifications forms for regular invoice submission. The invoices must be submitted on CONTRACTOR letterhead and have a CONTRACTOR representative's signature before submission to the OUSD SES office. No invoice shall be processed unless an ILP has been submitted for each student billed for in that invoice. If an invoice is submitted in violation of these terms, OUSD may withhold payment.

37.10 Payment shall only be made for students whose names have been provided to CONTRACTOR by OUSD for the Term specified in this Contract. If CONTRACTOR submits an invoice billing for students not specified by the OUSD for SES Services, OUSD may withhold payment.

37.11 Invoices will be processed once a month and must be received in the OUSD SES office by the 10th of each month. Invoices received after the 10th of the month will not be processed until the following month. Invoices received after June 20, 2013 will not be paid.

37.12 To qualify for payment, invoices shall be submitted no later than forty-five (45) days after the end of the calendar month in which the services were rendered unless otherwise agreed to in writing by the CONTRACTOR and the OUSD. OUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and billable hours of service at rates specified in this Contract.

37.13 Payment shall be within forty-five (45) days after OUSD's receipt of invoices prepared and submitted as specified by the OUSD SES Department. CONTRACTOR shall correct deficiencies and resubmit billing invoices no later than thirty (30) days after the invoice is returned by OUSD. OUSD shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completely corrected rebilling invoice is received by OUSD. Payment shall be mailed to the CONTRACTOR'S official organizational address on file with OUSD.

Exhibit D - Invoicing and Staff Qualifications Forms

38. Right to Withhold Payment

38.1 OUSD may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract, ISA, and/or ILP; (b) CONTRACTOR was overpaid by OUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records; (c) education and/or related services are provided to OUSD students by personnel who are not appropriately credentialed, licensed, or otherwise qualified as provided in this Contract; (d) OUSD has not received, as per OUSD SES Department's policies and procedures, all documents concerning one or more OUSD students enrolled in CONTRACTOR'S educational program or has not received said documents in a timely fashion; or (e) CONTRACTOR

receives payment from another agency or funding source for a service provided to an OUSD student. If the basis for the withholding is subsection (d) of this section, OUSD may only withhold the proportionate amount of the bill related to that pupil for the time period after the violation occurred and until it is cured including submitting new invoice documents that exclude the charges for said pupils. If the basis for withholding is subsections (a) and/or (b), OUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment. If the basis for the withholding is subsection (c), OUSD may only withhold payment for services provided by the applicable individual. If the basis for the withholding is subsection (e), OUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the OUSD student.

38.2 If OUSD determines that cause exists to withhold payment to CONTRACTOR, OUSD shall, within ten (10) days of this determination, provide to CONTRACTOR written notice that OUSD is withholding payment. Such notice shall specify the basis or bases for OUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for OUSD's withholding payment or submit a written request for extension to correct the deficiencies unless the deficiency is timeliness which cannot be cured. Upon receipt of CONTRACTOR'S written request for showing good cause, OUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days) otherwise payment will be denied.

39. Payment for Staff Absences

If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in section 6 of this Contract and as determined by OUSD) substitute. OUSD shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.

40. Payment for Student Absences

OUSD shall not be responsible for the payment for Services when a student is absent.

41. Incentives and Marketing

41.1 The CONTRACTOR shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for CONTRACTOR'S services or to encourage any other student or parent to sign up for CONTRACTOR'S services. Acceptable are such items as pencils, pens, magnets, etc. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, CONTRACTOR may not offer to parents and/or students incentives valued at more than \$50.00 in the aggregate per student as achievement and/or attendance incentives once the student has signed up for CONTRACTOR'S services.

41.2 The CONTRACTOR'S policy as to how students earn achievement and/or attendance incentives (which shall not exceed the maximum allowable set forth above) and the specific incentives with their specific costs must be fully explained in the ISA and approved by the OUSD.

41.3 CONTRACTOR may not offer any incentive/payment of any amount to any OUSD personnel, representative, volunteer or parent employed by one of the SES eligible schools for helping CONTRACTOR to recruit parents and students to sign up for CONTRACTOR'S Supplemental Educational Services.

41.4 CONTRACTOR shall not engage in SES marketing on any school site or within 20 yards of any OUSD school site outside of designated SES informational fairs. SES Providers participating in any SES informational fairs at OUSD must follow rules set forth by the OUSD SES Office and must return a signed copy of the CERTIFICATION OF COMPLIANCE TO OUSD SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER FAIR PROCEDURES along with this MOU.

41.5 Applications with CONTRACTOR's name pre-printed on them (i.e. not handwritten by the parents) will be considered invalid and will not be accepted.

41.6 Applications submitted without signatures will be considered invalid and will not be accepted.

42. Budget Reductions

In the event that during the term of this Contract, the State of California through the California Department of Education or the Board of Education of the District fails to appropriate sufficient funds to fund the Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either (a) terminate the Contract, without further liability to the District, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, District shall have the option to suspend performance of the Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

43. Inspection and Audit

43.1 The CONTRACTOR shall maintain and the OUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

43.2 CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes describing the Services provided or other documents used to record the provision of related services; daily service logs and notes describing the Services provided and other documents including ILPs used to record provision of services provided; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, clearance documentation

referenced in Section 29; dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; and other related service subcontracts; tutoring schedules; liability and worker's compensation insurance policies; certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks. Such access shall include unannounced inspections by OUSD. CONTRACTOR shall make available to OUSD all budgetary information including operating budgets submitted by CONTRACTOR to OUSD for the relevant contract period being audited.

43.3 CONTRACTOR shall make said evidence and documents available at the office of OUSD or CONTRACTOR'S offices (to be specified by OUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to OUSD within five (5) days of a written request from OUSD. CONTRACTOR shall, at no cost to OUSD, provide assistance for such examination or audit. OUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, it shall be provided in a format that is accessible and readable by current software by the OUSD.

43.4 CONTRACTOR shall obtain from its subcontractors written agreements to the requirements of this section and shall provide a copy of such agreements to OUSD upon request by OUSD.

43.5 If an inspection, review, or audit by OUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes OUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Contract, OUSD shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and OUSD otherwise agree in writing, CONTRACTOR shall pay OUSD the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by OUSD, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to OUSD within thirty (30) days of receipt of OUSD's written notice demanding payment.

44. No Waiver; Amendment

44.1 This Contract may be amended or modified only by written amendment executed by both parties to this Contract.

44.2 No terms or provisions of this Contract will be deemed waived by the District except for budget reductions deemed by submitted, signed ILPs and no breach by the CONTRACTOR excused, unless such waiver or consent will be in writing and signed by the District. Any consent by the District to, or waiver of, a breach by the CONTRACTOR, whether express or implied, will not constitute consent to, a waiver of, or excuse for any other different or subsequent breach. The failure by the District to exercise any right provided for under this Contract will not be deemed a waiver of that right or of any other right hereunder.

45. Certification Regarding Debarment, Suspension or Ineligibility for Award (34 CFR 85)

By signing this Agreement, the CONTRACTOR certifies that the CONTRACTOR, and any of its principals and/or subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
- b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph b. (above) of this section; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

[Remainder of page 21 BLANK]


46. Further Assurances/Signatures

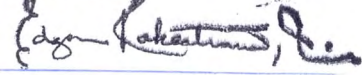
46.1 Each party shall provide such further documents and instruments and take such other actions as may be reasonably necessary or desirable to give effect to this Contract and to carry out its provisions.

46.2 The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the December 19, 2012, and terminates at 5:00 PM on June 13, 2013, unless sooner terminated as provided herein.



State and Federal Compliance Director, OUSD
Date 11/16/12



Jody London 12/13/12
President, Board of Education


Edgar Rakestraw, Jr., Secretary
Board of Education 12/13/12

Board Representative, OUSD Date



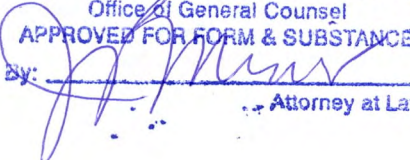
CONTRACTOR Representative, Signature
Date 7/31/12

Michael Maloney, President & CEO

CONTRACTOR Representative, Title

47. Attachments:

- Exhibit A - Individual Services Agreement
- Exhibit B - Insurance Certificates
- Exhibit C - Fingerprinting/TB letter
- Exhibit D - Invoicing and Staff Qualifications Forms

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law


File ID Number: 12-3053
Introduction Date: 12-12-12
Enactment Number: 12-2947
Enactment Date: 12-12-12
By: 

EXHIBIT A

Supplemental Educational Services

Academic Tutoring Services

Individual Services Agreement 2012-2013*

* All answers must reflect/match your officially approved application to the California Department of Education.

Provider: Learn It Online, LLC (LION)

Legal Name (if different): _____

FUNDING AND RELATED COSTS

- What are the per-hour per-student costs for services (based on a per-pupil-allocation of **\$1,397.92**)? (There must be **ONE** hourly rate for services **ONLY** and free hours are not permitted) (If the per-pupil rate for services increases or decreases, the OUSD will allow providers to amend their number of hours to reflect the changes)

Learn It Online, LLC's hourly rate is \$69.90.

- Does this cost include all services and equipment necessary to access the services?

Yes.
- How frequently will students receive service? For how many hours in total and how long a period in total during each session will students receive services? Include **ONLY** the number of hours that will be paid for by the OUSD under SES – do not include any “free” hours. (If the per-pupil rate for services increases or decreases, the OUSD will allow providers to amend their number of hours to reflect the changes) Where will services be delivered? (List all sites if individual franchises/clubs/centers, etc. are involved)

Learn It Online, LLC provides 20 hours of services for each student. Students receive services synchronously online from their homes. Sessions are schedule 2-4 times per week for 60-120 minutes per session.

- What is the absolute maximum number of students provider is able to service?

Learn It Online, LLC is able to provide services to a maximum of 500 students in Oakland Unified School District.

- What will be needed for students to access the services (i.e.: transportation to a site - where, how far from schools? Computer access - what kind, hook ups, internet access, specialized equipment, etc.)?

Learn It Online, LLC provides all necessary computing devices and software for students to access the program. If students do not have existing internet connections, Learn It Online, LLC will also provide an internet connection for the length of the program. Students are not required to have any equipment or access to participate in Learn It Online, LLC's program.

PROVIDER SERVICES

- How will the provider ensure that content and instruction are consistent with the content used by and instruction provided by the OUSD and aligned with California state standards?

Learn It Online, LLC's instruction is aligned with California Content Standards, K-12 curriculum frameworks, and the LEA instructional materials. Our Reading curriculum represents a balanced approach that includes the five essential elements of effective reading instruction (as determined by the National Reading Panel (NRP) 2000): phonemic awareness, phonics, fluency, vocabulary instruction and comprehension. Each of these key elements are aligned to the reading instruction taught in California schools and the K-12 curriculum framework. Our Math program is aligned with the findings of the National Council of Teachers of Mathematics (NCTM) and includes the "big ideas" of mathematical content, which the NCTM categorized into five areas: numbers and operations; algebra; geometry; measurement; and data analysis and probability. Additionally, our Math program is also aligned to the math instruction taught in California schools and the K-12 curriculum framework.

Our Reading and Math instruction cover a broad range of standards and targeted skills. Each lesson aligns with specific CA standards. In order to align with OUSD's Learn It Online, LLC will confer with District and school personnel prior to the beginning of instruction, and regularly throughout the program, to ensure our program supplements the instruction students are receiving in the classroom. Learn It Online, LLC's lessons can be selected on an as-needed basis and aligned across grade levels.

- How do you ensure that the ILP is individually tailored to each student's needs?

Our program is organized and presented in a manner that is designed to meet the specific achievement goals of students. Our program begins with an assessment of student skills, at grade level, in reading and/or math. The Learn It assessments are designed to mirror the California state test in scope and are aligned to the subject matter of the state test for each grade level. The pre-assessment determines each individual student's skill gaps and proficiency levels. This allows instruction to focus on those particular skill gaps so that students can succeed in school and on state standardized tests. Because the report is timely and specific, it informs instruction in a way that few standardized assessments are able to do, giving teachers the support they need to teach students what they don't know and to avoid re-teaching content that has already been mastered. Using the results of the pre-assessment, Learn It Online consults with classroom teachers, district personnel and parents to create an Individual Student Learning Plan for each student, which includes their academic weaknesses, academic goals, and a timetable for achievement. Additionally, The ILP includes a breakdown of the results of the pre-assessment and outlines the strategies to be used to address the skill gaps.

- In what content areas are providers prepared and qualified to provide support services to students as per the proposal approved by the state of California?

Learn It Online provides instruction in Reading and Math.

- What are the qualifications of the employees used to provide SES services to students?

Learn It Online, LLC strives to hire only certified teachers, preferably with an advanced degree demonstrating mastery of the subject matter they teach. Learn It Online require, at minimum, an Associate's Degree.

- What training, guidelines, and support do employees providing service receive? (Describe completely the content of the training received by employees providing service.)

Learn It Online instructors must complete our mandatory initial Teacher Training, which includes strategies for working with struggling readers, effective implementation of differentiated instruction, instruction on how to interpret assessment data, how to group students effectively, and strategies for working with SWDs and ELL students. This instruction is either face-to-face or via webinar with a live instructor and includes cultural sensitivity training and awareness to ensure our instructors possess the skills and understanding necessary in serving the SES population. Each instructor is appointed a supervisor who provides mentoring and

professional development. Learn It Online also requires instructors to participate in our on-going continuing educational series (professional development) provided through emails, webinars and a blog. Finally, all Learn It Online, LLC have access to Learn It's Training Portal. Within the site, instructors can view short flash videos about different topics from each of our company's core departments. The Portal also includes a downloadable resources repository to provide instructors with additional related resources. This allows our instructors the flexibility to benefit from our professional development modules based on their own schedule and pace. For example, current available Education Training offerings include: Curriculum: Overview Math, Overview Reading, and Where Do I Start?; Progress Tracking; Assessments: Bubblesheets; Motivation: Learn It & Earn It!. The Portal also includes segments from our Human Resources Department, including our Policies & Procedures and Staff Resources. By offering these online resources, instructors are able to refresh their training and provide better, more informed instruction in our program. Each of these resources contributes to the effectiveness of our instructional staff and, therefore, helps to raise student achievement.

- How does the provider guarantee that all provider employees are aware of child abuse reporting procedures?

As previously stated, all Learn It Online, LLC instructors must complete the mandatory Teacher Training prior to providing services. The Teacher Training includes Learn It's reporting procedures for child abuse, missing children, and incidents.

- What is the delivery mode for the service and what is the maximum tutor student ratio (i.e.: 1 to 1 tutoring, small group instruction, computer-based lessons with or without a live tutor, etc.)?

Learn It Online provides instruction synchronously over the Internet using Voice over Internet Protocols and an interactive whiteboard. Students participate in the sessions using a computing device provided by Learn It Online in small groups with a live instructor. The maximum ratio is 8 students per instructor.

- Describe the general program of instruction to be provided to students including the materials to be used with the students as per the proposal approved by the state of California.

Learn It Online, LLC's program determines each student's academic skill gaps (Diagnostic Assessment), creates a prescription for instruction that is aligned to classroom instruction (Prescribed Instruction), monitors students during the

program to determine if instruction requires modification to meet each student's needs (Progress Monitoring), and assesses students at the conclusion of the program to determine overall academic progress (Summative Assessment).

Diagnostic Assessment: The program begins with an assessment of student skills, at grade level, in reading and/or math. The Learn It assessments are designed to mirror the California state test in scope and are aligned to the subject matter of the state test for each grade level. The pre-assessment determines each individual student's skill gaps and proficiency levels. This allows instruction to focus on those particular skill gaps so that students can succeed in school and on state standardized tests. Because the report is timely and specific, it informs instruction in a way that few standardized assessments are able to do, giving teachers the support they need to teach students what they don't know and to avoid re-teaching content that has already been mastered.

Prescribed Instruction: Based on the results of the pre-assessment, Learn It Online develops an Individualized Student Learning Plan for each student, in consultation with classroom teachers, district personnel and parents. The ILP includes a breakdown of the results of the pre-assessment, identifies the skill gaps to be addressed during the program, and outlines the strategies to be used to address the skill gaps. This ensures that the time on task is targeted and the lesson sequence is driven by data. Using the progress monitoring, and in consultation with classroom teachers and parents, instruction is refined throughout the program. This ensures that the instruction is targeted to the student's current learning level and that skill gaps are continually addressed throughout the program.

Progress Monitoring: Student progress and performance is continually monitored and updated throughout the program. Using progress quizzes included in each lesson, Learn It Online can continually monitor student needs and achievement within the program to ensure that instruction is successful in addressing each student's individual skill gap(s). They also measure the endpoint of instruction so that progress reports can be generated.

Summative Assessment: At the end of the program, students take a post-assessment to determine their overall academic gains. The results of the post-assessment, as well as a summary of the student's overall progress, are included in a final report, which is provided to the students' parents, classroom teachers, and authorized school and district personnel.

Instruction is organized using our fully scripted Teacher Guide, which is provided to every Learn It Online instructor and includes scripts for every lesson, step-by-step instructions on how to deliver the lessons and quizzes to determine mastery. The Teacher Guide includes the following outline for each lesson: (1) Students begin with guided instruction, which provides direct, explicit skill instruction. Students remain at this level until the instructor feels the students understand the skills; (2)

Students then move to independent practice activities, in which they engage in independent work with the support of the instructors; and (3) Students complete the independent practice and take a short quiz to measure the student's mastery of the skill(s) taught. This allows the instructor to determine if the student is ready to move on to the next skill.

- For Special Education students, how will the provider ensure that supplemental services provided for the student are consistent with the student's Individualized Education Plan (IEP), there is disability access and that any accommodations necessary are made?

Learn It Online, LLC communicates with each student's classroom teacher after the student has taken our pre-assessment and before the start of instruction, to review the results and discuss the student's academic weaknesses and areas to be addressed in the program. Once an academic profile is created for the student, Learn It Online will determine the appropriate lessons from our curriculum to address the student's skill gaps. This information will be used, in collaboration with school and district personnel, classroom teachers and parents, to create an individualized ILP. During these initial meetings, Learn It Online will also consult with school personnel and teachers to review the grade-level curriculum to ensure our program supplements the instruction students receive in the classroom. The ILP will outline the student's academic goals, the timetable for improvement and how progress is measured. To address students with IEPs, Section 504 plans, and students with disabilities (SWDs), Learn It Online meets with the student's classroom teacher to discuss the accommodations required and recommended in the IEP or Section 504 plan. We use these meetings to refine our instructional approach to meet the needs of the student. Learn It Online can provide accommodations to assist special needs students, including but not limited to: grouping for cooperative learning, establishing routines, giving both oral and written directions, providing sequential directions, having students repeat instructions, using graphic organizers, repeating key points and having students summarize at the end of the lesson.

- For English Learner students, how will the provider ensure that there is primary language support provided for the student?

Learn It Online will supplement our Learn It Reading™ and/or Learn It Math™ curricula with materials appropriate for LEP or newcomer students. Learn It Online will make accommodations to the program in consultation with school leaders by supplementing our core curriculum with our Adventure ELL materials. The

program—based on scientific research on how children best learn a new language—integrates listening, speaking, reading, and writing with major content areas. The program prepares students for success in mainstream, academic classes. It is interactive, hands-on, and engaging. A wide range of state and district English language proficiency (ELP) standards are addressed in this program. It also places an emphasis on reading, writing, and assessment, as well as on academic language and cognitive tasks. The learning objectives for each lesson are clearly labeled, and the program includes assessment forms that enable instructors to easily track student progress and ensure that they are meeting the standards. Instructors can customize the lessons based on student abilities, state and district standards, and time constraints. The variety of activities and teaching strategies enables teachers to provide differentiated instruction and address a wide range of learning styles and student abilities. Additionally, Learn It Online strives to hire bilingual instructors to facilitate communication with LEP and ELL students.

- What is your organization's student behavior policy and what behavior intervention strategies does your organization use?

When working with students, there must be standards of conduct and policies for working with issues of student discipline. Therefore, Learn It Online has set forth the following procedures for responding to issues of student discipline.

In the order of severity, the following are the steps to be taken:

1st incident: Inform supervisor of issue. Contact parents telephonically to discuss issues that have arisen during the program regarding discipline, lack of participation and lack of attendance.

2nd incident: Send a letter to the parent outlining the problems and request a conference. Provide a copy of the correspondence to school personnel and district. During meeting, have parents and student sign an agreement that the behavior at issue will not continue.

3rd incident: Request intervention conference with parents, student, school personnel and district, if necessary, to address disciplinary issues.

4th incident: Learn It Online manager/supervisor to confer with district to determine next steps to be taken, including removal from the program for severe discipline issues.

ASSESSMENT AND ACCOUNTABILITY

- What instrument does the provider currently use as a pretest and as a posttest and to monitor and assess student progress during services?

Learn It Online, LLC uses Learn It's propriety Reading and Math pre and post-

assessments. The assessments adhere to the test validity, reliability, development, and usage standards established in the *Standards for Educational and Psychological Testing* (1999). Our assessment series was developed by Advanced Assessment Systems, an experienced and qualified 3rd party provider. The assessment was meticulously designed by a panel of subject matter experts to reflect the format and content of the California state assessment, as well as key standards and skills covered by the Learn It curriculum. The instructional content of the intervention program was thoroughly reviewed by the assessment developers prior to the creation of the testing instruments to ensure that the testing instrument would be not only appropriate for the target population but also a valid measurement of student performance, both pre and post-delivery of Learn It Online's tutorial services. Standard errors of measurement are reported on a regular basis and measures are taken to ensure statistical significance at the standards and skill level when grouping students based upon performance data. For example, skills with fewer than three items on the assessment are not used for grouping purposes or pre/post-test comparisons. Additionally, instructions for assessment administration are explicitly documented in manuals and guidelines distributed to all assessment supervisors in order to successfully replicate testing conditions across administrations that vary by time and place.

- To what degree do current assessment measures used by the provider reflect California state content standards?

Learn It Assessments were developed by subject matter experts in their respective fields to align with both the State curriculum standards. Released CA items and test blueprints were also used as a framework to determine the appropriate content coverage and level of difficulty. Though Learn It assessments are designed to be shorter in length than full CA CST assessments, they were custom developed to reflect the specific expectations established by the State for assessment purposes.

- Local education agencies are required to develop contracts that provide for the termination of agreements with supplemental service providers if the provider is unable to meet the goals or timelines of the agreement. How will the provider ensure that timelines are being met and that students are making sufficient progress toward learning goals? What does the provider currently include as a "guarantee" to consumers of the effectiveness of their service?

As stated above, Learn It Online monitors student achievement throughout the program. This allows Learn It Online to adjust instruction to ensure student achievement. Our program has proven effective in raising the academic achievement of the students who complete our program. Additionally, throughout

the program, Learn It Online communicates with district, school personnel and parents. If a student is not meeting his/her educational objectives as planned, Learn It Online will consult with the student's classroom teacher and parent to discuss the student's challenges and lack of anticipated progress. Learn It Online will also contact the district to discuss the student's lack of progress. This ensures that our instruction targets the student's individual skill gaps and allows Learn It Online to raise student academic achievement.

COMMUNICATION

- In addition to the required Attendance/Progress Reports after each 15 hours of service, how will the provider regularly evaluate student progress and report student progress to the parent?

At the beginning of the program, Learn It Online, LLC provides copies of the ILPs to the student's parents/guardians, to allow them to monitor student progress against their goals throughout the program. As stated above, Learn It Online monitors progress throughout the program through constructed responses, quizzes and instructor observations. After instruction begins, we provide monthly hard copy progress reports to parent/guardians. Lastly, Learn It Online contacts parents throughout the program to discuss student attendance, progress and answer any questions they may have.

- How does the provider monitor and report student attendance? What is the planned parent outreach if students fail to attend or participate in services? What procedures will be in place to notify parents, the school, and the OUSD SES Office if students fail to attend?

Each instructor is provided with an attendance roster for their assigned group. The Learn It Portal records when students log in and out of the sessions, which is confirmed by the instructor. Learn It Online contacts the parents of each student after a missed session to engage the parents in promoting good attendance. Additionally, Learn It Online provides students with a certificate and recognition for perfect attendance. As stated above, Learn It Online contacts parents upon missed sessions. Learn It Online will also communicate attendance issues with school personnel and the District during our regular consultations. At all time, Learn It Online will comply with District attendance reporting requirements.

- How will provider communicate the required complaint procedures to parents?
(Copies of these procedures as well as Child Abuse and Missing Children

Reporting Procedures were to be submitted to OUSD during contract process.)

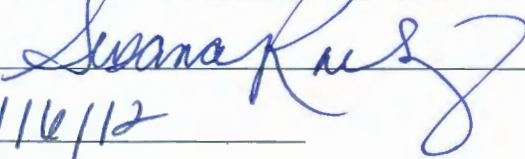
Learn It Online hosts a Parent Orientation at the beginning of our program. At the Orientation, parents are provided with contact information for Learn It Online and our compliant procedures. Additionally, parents are provided with the contact information for our corporate office, which they can contact at any time with a complaint.

Prepared by SES Provider: Learn It Online, LLC (LION)

Signature: 

Date: August 7, 2012

Approved by: (OUSD SES) _____

Signature: 

Date: 11/16/12

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes 555 Fairmount Avenue Towson, MD 21286-5497 (410) 339-7263	CONTACT NAME: Chavon Bailey PHONE (A/C, No, Ext): 410-339-5880 ext. 1206 E-MAIL ADDRESS: cbailey@rcmd.com	FAX (A/C, No): 410-339-7234
	INSURER(S) AFFORDING COVERAGE	
INSURED Learn It Online, LLC 3600 Clipper Mill Road, Suite 330 Baltimore, MD 21211	INSURER A: Travelers Property Casualty Company of America	
	INSURER B: Westchester Fire Insurance Company	
	INSURER C: Charter Oak Fire Insurance Company	
	INSURER D: Travelers Indemnity Company of America	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 499886 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	6305982N590T1A12	6/21/2012	6/21/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8107026N721TIL12	6/21/2012	6/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP7026N849TIL12	6/21/2012	6/21/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	UB6116N09512	6/21/2012	6/21/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		G25018461003	6/21/2012	6/21/2013	\$2,000,000 Each Claim \$3,000,000 Aggregate \$20,000 Retention - Claims-Made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured under general liability. Sexual abuse and molestation coverage included unger general liability.


CERTIFICATE HOLDER Oakland Unified School District 2111 International Blvd Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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EXHIBIT C



3600 Clipper Mill Road
Suite 330
Baltimore MD 21211
P: 410-369-0000
F: 410-369-0137
www.learnitsystems.com

BACKGROUND CHECK CERTIFICATION

Fingerprinting/Criminal Background Investigation

LEARN IT ONLINE certifies that LEARN IT ONLINE has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all LEARN IT ONLINE's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of LEARN IT ONLINE, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Learn It Online has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Tuberculosis Screening

LEARN IT ONLINE certifies that TB Clearance is on file for each Employee who may have physical contact with OUSD pupils in the course of providing services pursuant to this Agreement. Since LEARN IT ONLINE's services are provided as distance learning, LEARN IT ONLINE is not generally required to submit its instructional staff to TB screening.

A handwritten signature in blue ink, appearing to read "Michael Maloney", is written over a horizontal line.

Michael Maloney, President & CEO

July 31, 2012

EXHIBIT D

INSERT ORGANIZATION'S LETTERHEAD HERE

To: OUSD Supplemental Educational Services (SES) Office
 ATTN: Joaquín García/Susana Ramírez, Director
 2111 International Boulevard, Room 11, Oakland, CA 94606
 510-434-7770 x225 phone; 510-434-7772 fax

Pay to:		Vendor No.:	
Address:		Contact Person:	
Phone:		Title:	
Fax:		Billing Period:	
Contract/PO No.:		Requisition No.:	
Org Key/Account Code:	998-4856-201	Funding Source:	Title I - SES

School Site(s):	
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Detailed Description of Services Performed:

Expenditures

Provided After School tutoring services for students who attend the school sites named above. Tutoring is provided for Mathematics or English Language Arts for students who are eligible for Supplemental Educational Services under No Child Left Behind. Please DO NOT list student names on this invoice.	
FORMAT: Tutored X students for Y hours at an hourly rate of Z dollars per hour	
▪	
▪	
▪	
▪	
▪	
▪	
TOTAL AMOUNT	

I certify that the included expenditures are in compliance with the SES guidelines.**

 Signature and Title of Agency Representative

 Date

APPROVED that the services described above have been completed in a satisfactory manner and I have received all required reports. I also certify that the contractor's service invoice(s) do not exceed the approved MOU dollar amount.

 Signature of OUSD Director of State and Federal Compliance

 Date

**** An SES Attendance Spreadsheet verifying the information above must be submitted to the SES office in order to process this invoice.**

Memorandum of Understanding 2012-2013

File ID#	Provider	Funding Source
12-3034	! # 1 Touch-Screen Tablet Computer Tutoring	T-1
12-3037	1 2 3 Math	T-1
12-3039	1-on1 Learning with Laptops	T-1
12-3041	A Tree of Knowledge Educational Services, Inc.	T-1
12-3043	ABC Phonetic Reading School, Inc.	T-1
12-3044	Applied Scholastics International	T-1
12-3045	Bright Sky Learning, LLC	T-1
12-3046	College Admissions Counselors	T-1
12-3047	Datamatics, Inc. DBA Achieve High Points	T-1
12-3048	Extreme Learning, Inc. DBA Extreme Learning	T-1
12-3050	Moving Forward Education, LLC	T-1
12-3051	Jair Learning, LLC	T-1
12-3052	J-Vision, Inc.	T-1
12-3053 ✓	Learn It Online, LLC	T-1
12-3054	Mobile Minds Inc.dba Mobile Minds Tutoring	T-1
12-3055	Oakland Parents Together	T-1
12-3056	Professional Tutors of America, Inc.	T-1
12-3057	Savvy Success Unlimited	T-1
12-3058	Super Stars Literacy, Inc.	T-1
12-3059	Sure Prep Learning	T-1
12-3060	Sylvan Piedmont	T-1

Memorandum of Understanding 2012-2013

12-3061	The Achievement Academy, LLC	T-1
12-3063	TutorWorks Inc.	T-1

MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

Basic Directions
<p style="text-align: center;">Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.</p> <ol style="list-style-type: none"> 1. Contractor and OUSD Administrator reach agreement about scope of work and compensation. 2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding. 3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do) 4. OUSD contract originator creates the requisition on IFAS. 5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information			
Agency Name	Learn It Online, LLC	Agency's Contact Person	Raquel Whiting Gilmer
Street Address	3600 Clipper Mill Road, Suite 330	Title	SES Provider
City	Baltimore	Telephone	(800) 672-0420
State	MD	Zip Code	21211
		Email	raquel.whiting@learningsystems.com
OUSD Vendor Number	I005878		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.epls.gov/epls/search.do)		

Compensation and Terms – Must be within OUSD Billing Guidelines					
Anticipated Start Date	12/19/2012	Date work will end	06/13/2013	Total Contract Amount	\$135,320.28

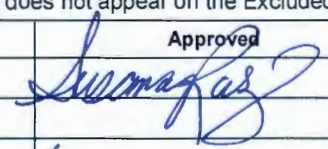
Budget Information					
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
3010	Title I - SES	9984856201	5825	\$ 135,320.28	R0308725
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information					
Name of OUSD Contact	Susana Ramirez	Email	susana.ramirez@ousd.k12.ca.us		
Telephone	(510) 273-0469	Fax	(510) 836-9717		
Site/Dept. Name	State & Federal Compliance	After School Program Enrollment Grades	3	through	12

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			11-16-12
2. Oakland After School Programs Office			
3. Network or Executive Officer			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			11-19-12
5. Board of Education or Superintendent			
Procurement	Date Received		