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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 *VSJ*

Board Meeting Date December 14, 2011

Subject Memorandum of Understanding - 1 a1 WE CAN, Querer es Poder - 998/Supplemental Educational Services (SES) of State and Federal Compliance

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and 1 a1 WE CAN, Querer es Poder, Los Angeles, CA Supplemental Educational Services to be primarily provided to meet State and Federal Compliance for the period of December 14, 2011 through June 16, 2012 utilizing Title I funds under No Child Left Behind, section 116(e), in an amount not to exceed \$2,795.84 (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 1 a1 WE CAN, Querer es Poder, Los Angeles, CA 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 1 a1 WE CAN, Querer es Poder 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 14, 2011 through June 16, 2012 in an amount not to exceed \$2,795.84



Recommendation Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and 1 a1 WE CAN, Querer es Poder, Los Angeles, CA. Services to be primarily provided to SES to State and Federal Compliance for the period of December 14, 2011 through June 16, 2012 utilizing Title I funds under No Child Left Behind, section 116(e), in an amount not to exceed \$2,795.84(maximum reimbursable amount).

Fiscal Impact Funding Resource: Title I in an amount not to exceed \$2,795.84

- 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

File ID#	Provider	Funding Source
11-3081	# 1 At-Home Tutors, Inc.	T-1
11-3082 ✓	1 a1 WE CAN, Querer es Poder	T-1
11-3083	1 to 1 Study Buddy Tutoring, Inc.	T-1
11-3086	1-on-1 Learning with Laptops	T-1
11-3088	Academia de Servicio de Tutoria	T-1
11-3089	A Tree of Knowledge Educational Services, Inc.	T-1
11-3090	A+ Educational Centers	T-1
11-3091	ARC Associates	T-1
11-3092	ABC Phonetic Reading School, Inc.	T-1
11-3093	iArriba Education!	T-1
11-3095	Access to Learning	T-1
11-3096	ALTERNATIVES UNLIMITED, INC.	T-1
11-3098	Accuracy Temporary Services, Inc.	T-1
11-3100	Bright Sky Learning Inc.	T-1
11-3102	Club Z! In-Home Tutoring Services, Inc.	T-1
11-3103	College Admissions Counselors	T-1
11-3104	Datamatics, Inc. DBA Achieve High Points	T-1
11-3105	Extreme Learning, Inc. DBA Aavanza	T-1
11-3106	Healthy Families	T-1
11-3107	Huntington Learning Center	T-1
11-3108	Jair Learning, LLC	T-1
11-3111	J-Vision, Inc.	T-1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT (OUSD) and
SES CONTRACTOR
2011-2012**

1. Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as “MOU”, “Contract” or “Agreement”) is entered into this December 14, 2011 between the Oakland Unified School District (hereinafter referred to as “OUSD”) and **1 a 1 WE CAN, Quereres Poder** (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 14, 2011, and end on June 16, 2012 (“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 28, 2012;
- (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	Name Carol Perkins
Oakland Unified School District (OUSD)	Company 1 a 1 WE CAN, Querer es Poder
SES Office 2111 International Blvd., Room 11 Oakland, CA 94606 Susana.ramirez@ousd.k12.ca.us	Address P.O. Box 82081 City, State Zip Los Angeles, CA 90082 Phone 323-759-9734 E-mail ses@wecan-foundation.org

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.)

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, 2012, and must provide at least 80% of their services to 90% of the enrolled students by April 22, 2012. 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 2011-2012 up to and not to exceed \$2,795.84.

37.5 The Agreed upon hourly reimbursement rate is equal to \$ 60.00.

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 24, 2012 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

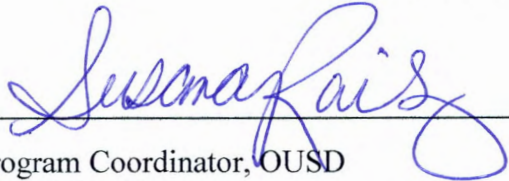
43.1 The CONTRACTOR shall maintain and the OUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.


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

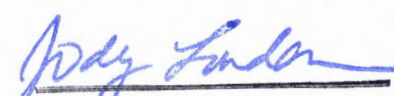
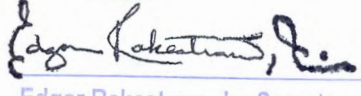
46. Further Assurances/Signatures


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 14, 2011, and terminates at 5:00 PM on June 16, 2012, unless sooner terminated as provided herein.

 12/13/11
SES Program Coordinator, OUSD Date

 12/13/11
State and Federal Compliance Director, OUSD Date

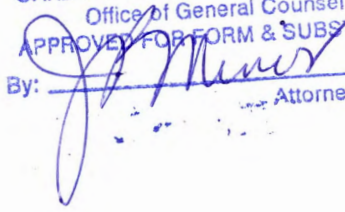
 12/15/11
Jody London President, Board of Education Board Representative, OUSD
 12/15/11
Edgar Rakestraw, Jr., Secretary Board of Education Date

 August 8, 2011
CONTRACTOR Representative, Signature Date

Executive Director
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: 11-3082
Introduction Date: 12-7-11
Enactment Number: 11-2571
Enactment Date: 12-14-11
By: 

EXHIBIT A

Supplemental Educational Services

Academic Tutoring Services

Individual Services Agreement 2011-2012*

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

Provider: 1 a 1 WE CAN Querer es Poder

Legal Name (if different): West East Community Access Network, Inc.

FUNDING AND RELATED COSTS

- What are the per-hour per-student costs for services (based on a per-pupil-allocation of **\$1,727.17**)? (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).

\$60.00

- 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).

Sessions may be scheduled for 1-3 times a week. Instructors are available 7 days a week. Exact days and times are mutually determined by instructors and families. Students receive 29 hours of service in total. Sessions may be 1, 1.5 or 2 hours in length.

Services are provided in-home and at local libraries.

- What is the absolute maximum number of students provider is able to service?
6000

- 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.)?

Students who receive tutoring services at school sites or in-home will have no additional needs to access tutoring sessions. Students who receive tutoring services at local libraries will need to secure independent transportation to those session sites. Libraries selected are those nearest to the student's school or home, generally within one-two miles. Instructors provide all the instructional equipment and materials required.

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?
WE CAN services students with diverse needs ranging from ESL and IEP to gifted. Each student's tutorial program is designed to meet the specific needs of that individual student. Training resources therefore vary, student to student. After the Student Learning Plan is developed (based upon California State Content Standards), WE CAN team leaders determine what instructional materials and resources can best meet the goals of that student's SLP. Per the proposal approved by the state of California, WE CAN utilizes a variety of instructional materials and resources in its tutorial program. This range of resources enables WE CAN to tailor a tutorial program to fit the unique needs and learning modes of a student. The core of a student's tutorial program is based upon materials that are State-adopted and District-adopted. Specific instructional materials aligned with State-adopted academic content standards include: *California Content Standards* (Curriculum Associates 2005); *California Recommended Readings in Literature, K-8*; *California Mathematics* (Scott Foresman 2001), *Algebra, California Edition* (Prentiss-Hall 2001). Specific District-adopted instructional materials include: *Spectrum Language Arts Grades K-8* (McGraw Hill 1990); *Pre-Algebra, Transition to Algebra* (McGraw Hill 2000); *Math Steps 2-8, California Edition* (Houghton Mifflin, 2000); *Pre-Algebra California Edition* (Prentiss-Hall 2001); *Algebra, California Edition* (Prentiss-Hall 2001); *Geometry Concepts & Skills* (McDougal-Littell 2001).
- How do you ensure that the ILP is individually tailored to each student's needs?
Choice of study material is unique to each student, based upon that student's particular study goals, background, and interest. Tutoring starts at the level required by the individual student, regardless of grade level, in order to fill in skill deficiencies and consolidate foundations in the student's understanding, as well as emphasizing and reinforcing classroom concepts. Remedial instruction is provided for any grade-level skill sets that the student may be missing. Special attention is also given to helping the student to develop good study habits, organizational skills and personal discipline. WE CAN instructors work to develop students' self-confidence and sense of personal worth, and they encourage goal-setting and dreaming about their future.
- 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?
ELA: The WE CAN English Language Arts tutorial program is designed to provide: instruction and skills development related to reading, writing, listening and speaking; language development; and advanced literacy; each consistent with California English-Language Arts Content Standards.

Mathematics: The WE CAN Mathematics tutorial program is designed to provide mathematics instruction and skills development consistent with California Mathematics Content Standards.

California High School Exit Exam Boot Camp: High school students are also provided opportunity to participate in a mathematics curriculum, specifically designed to support preparation for and success with the California High School Exit Exam, with intensive review and practice involving all examination elements.

- What are the qualifications of the employees used to provide SES services to students?
WE CAN tutorial instructors are degreed and professional individuals, current and retired teachers and education professionals; all possess BAs, MAs, and/or PhDs. All tutors receive training and instruction in WE CAN's curriculum and instructional methods. More than half are qualified in teaching ELL students and many have Special Education experience. The WE CAN tutorial team includes instructors who speak Spanish, French, Korean, Chinese, and Vietnamese who are available for assignment to non-English speaking families. These instructors provide bilingual instruction as necessary, and communicate with parents in their own language in order to fully explain the program and their student's participation and progress.
- What training, guidelines, and support do employees providing service receive? (Describe completely the content of the training received by employees providing service.)
Following is an outline of the current seven-hour WE CAN Academic Instructor training format:

PART I: WE CAN OVERVIEW

Presented by WE CAN Program Directors

1. About WE CAN

A. History

B. Selection process for employment as SES Instructors

C. Not Independent Contractors

D. Background and criminal record checks

E. Health examinations

F. Immigration and Homeland Security Compliance

2. No Child Left Behind Program

A. Title I Schools

(1) Program Improvement status--2 years

(2) Free/Reduced Lunch Program

B. Subjects

(1) English Language Arts

(2) Mathematics

- (3) CAHSEE Boot Camp
- (4) Emphasis on Critical Thinking
- 3. Essentials for the Work
 - (1) Computer
 - (2) Internet access
 - (3) Designated storage space
 - (4) Files/Folders
 - (5) Fax/Copies
 - (6) O is for Organization
 - (7) Perspectives
 - (8) Lessons from the Geese
 - (9) Importance of Attitude
- 4. Welcome to the Land of Rules—Everybody Has Them
 - A. Hierarchy of No Child Left Behind
 - (1) Federal Government
 - (2) State of California Department of Education
 - (3) Local School Districts (LEAs)
 - (4) WE CAN
 - (5) Instructors
 - B. Things are changing
 - (1) Standards are higher
 - (2) More data collection/tracking
 - (3) Increased importance of accuracy
 - (4) Growth
- 5. Acknowledgement Form- Sign and turn in at end of training session
- 6. Mandated Reporters
- 7. Respect
- 8. Harassment
- 9. School District Contract Conditions
 - A. Confidentiality of student information
 - (1) Special care of student files required at all times
 - (2) No offers of collateral services
 - (3) No telephone or other contact with students after services ended without initiation from parents
 - (4) Delete student telephone numbers from cell phones, PDAs, computer and hard-copy directories
 - (5) Do not initiate any mailings, letters, holiday cards after services ended
 - (6) Do not initiate contact for any purpose after services end
 - (7) Turn in all student records at end of tutoring
 - (8) Shred any documents containing student names, addresses, telephone numbers
- 10. Record Keeping
 - A. Confidentiality of Student Records and Information
 - B. Student attendance recordkeeping
 - C. Timesheets and Payments
 - D. Punctuality, Cancellations and “no-shows”
 - E. Professionalism at all times
- 11. General WE CAN - Policies and Procedures
 - A. Parent / Student Complaints
 - B. Legally Mandated Reporting Responsibilities
 - C. Child Abuse / Neglect Reporting

- D. Missing Child Reporting
- E. Incident / Accident Reporting
- F. WE CAN - Equal Work Opportunity Policies
- G. WE CAN - Anti-Harassment Policy
- H. WE CAN - Policy on Sexual Harassment
- I. General Safety and Reporting of Safety Issues
- J. Standards of Conduct & Unacceptable Activities
- 12. Student Recruitment for SES Tutoring Services - General
- 13. The Work
- 14. Our Ultimate Mission
- A. Inspire student to learn
- B. Reduce failure rates
- C. Reduce drop-out rates
- D. Recognize: There is no such thing as a student who cannot learn. There are only teachers who cannot teach
- E. To Be Successful:
 - (1) Patience with children
 - (2) Like children
 - (3) Know your subject
- 15. SES Tutorial Program
 - A. Mathematics
 - B. English Language Arts
 - C. CAHSEE Exit Exam Boot Camp
 - D. 30 hours service
 - (1) 2 hours testing (Pre and Post)
 - (2) 28 hours tutorial services
 - E. California Standards
 - F. Assessment Tools
 - (1) ELA: *GRADE*
 - (2) Math: *GMADE*
 - G. Student Databases
 - (1) WE CAN - *ETUTOR*
 - (2) *Cayen* – Compton and Pasadena only
- 16. Work Flow Chart
- 17. Initiating *Services*
 - A. Review Student Overview in *ETUTOR*
 - B. Review CSM and CSR scores
 - C. Other student data and codes
 - D. Schedule Interview
 - E. Print out Student Contact Form
 - F. Print out Student Attendance Sheet
- 18. Registration – First Meeting
 - A. Program Overview Info Sheet
 - B. Student Contact form
 - C. Verify current eligibility (School List)
 - D. Parent writes current school name
 - E. Pre-Test
 - F. Sign Attendance Sheet- 1 hr only
 - G. Scheduling In-home tutorial sessions: requirement for adult supervision
- 19. Registration
 - A. Score Pre-Test

- B. Register student on-line
- C. Enter test score and other info
- D. Prepare Student Learning Plan
 - (1) 3 separate goals
 - (2) California Standards
 - (3) Save/Print 2 copies
 - (4) Parent signature
 - (5) Tutor signature
- 20. Student Services
 - A. Student attendance- Signatures and Daily notes
 - B. Notes in *Instructors Daily Log* online –monthly to parents and WE CAN
 - C. Progress Reports at 15 and 30 hours
 - D. Original documents and
 - E. Original documents and files turned into WE CAN office
 - F. Session time limits – Retesting results need 8 weeks for change in score
 - G. State of California: All teaching materials must be secular in nature, non-religious and non-ideological.
- 21. Teaching Resources approved by the State of California
 - A. Math and ELA Instruction books
 - B. Computer Based Resources
 - C. Grade Level CST Released Test Questions
 - D. Mathematics Study Guides and Mathematics Workbooks
 - E. Reading Comprehension materials
 - F. Spelling and Linguistic Guides
 - G. California Recommended Readings in Literature, K-8
 - H. New Books from *First Books* and *Borders* donated to student
- 22. Teaching Format
 - A. Reading
 - B. Discussion of Reading
 - C. Instruction
 - D. CST Practice
- 23. Monthly Invoices
 - A. Billing Deadline:
 - (1) Invoices and all supporting must be submitted in person
 - (2) Invoicing period: from 2nd to 9th, for the prior month
 - (3) Invoicing Checklist
 - (a) New Students
 - (b) Continuing Students
 - (c) Ending Students
 - (4) AI Monthly Invoice Coversheet from *ETUTOR*
 - (5) First month Service
 - (a) Student Contact Form
 - (b) Student Learning Plan
 - (c) Student Attendance Sheet
 - (d) Instructors Daily Logs
 - (e) Assessment Scoring Sheet
 - (f) Library Permission Form (if service in public library)
 - (6) Subsequent Months Service
 - (a) Student Attendance Sheet
 - (b) Instructors Daily Logs
 - (c) Progress Reports at 15 and 30 hour

PART II: WE CAN TEACHING METHODOLOGIES

Presenter: Maria Velasquez-Marshall, BS, MEd., WE CAN Director of Curriculum

The WE CAN tutorial program utilizes a combination of cutting edge, research-based teaching methodologies to help ensure that the instruction provided is presented in a manner designed to meet the specific needs and achievement goals of each student. All WE CAN instructors are trained in these methodologies prior to beginning instruction.

- 1. What is Critical Thinking?**
- 2. Identifying components of a successful lesson plan**
 - A. Demonstration of 2 Typical Lessons**
(California Content Standards: Number Sense)
 - (1) “Multiplying by One-Digit and Two-Digit Numbers”**
 - (2) “Multiplication Possibilities”**
 - B. Participants engage in exercises using different learning modes**
- 3. Howard Gardners’ Theory of Multiple Intelligence and Learning Styles**
- 4. Review of Educational Research**
 - A. How does your brain work?**
 - B. Teaching to your modality**
 - C. Visual / Auditory / Kinesthetic / Symbolic-abstract**
- 5. Blooms’ Taxonomy / Critical Thinking**
- 6. What is Rigor?**
- 7. Developing the Critical Thinker**
- 8. Phonics**
- 9. Marilyn Burns’ Math Solutions**
- 10. WE CAN Teaching Format:**

To help ensure uniformity in our teaching processes and to help provide Academic Instructors with substantive support, WE CAN teaching formats have been developed as follows:

I. STUDENT READING SEGMENT

Recognizing the critical importance of developing reading and comprehension skills at all levels, each WE CAN SES student is required to practice reading the first ten minutes of each session with a NOOK™ electronic reader provided at no cost by WE CAN. Help is given with vocabulary, pronunciation, and understanding.

II. READING COMPREHENSION

After reading, student discusses what was read by talking, writing, drawing pictures, or acting out what the story meant to them. Critical thinking and analysis are incorporated into this process. For math students, this time is used to review and interpret word problems relevant to the student’s subject, also accessed through use of the NOOK™.

III. LESSON STRATEGIES & RESOURCES

Basic Instructional Materials to support the student’s THREE learning goals are included in each student folder. Each instructor should, of course, supplement these

materials with resources from the *WE CAN Internet Resource List*.

IV. CALIFORNIA STATE TEST PREPARATION

The primary purpose of SES (*Supplemental Educational Services*) is to help students improve their scores on the State tests. The California State Test (CST) is given each year in MAY. A copy of CST-released test questions for each student's grade level is included in every student folder. The last 10-15 minutes of each student's session should be used for review of and practice with these questions, in the context of skills learned during the lessons. The student should keep these questions for study after their tutorial program has ended. Encourage students to use these questions to practice for their CST in May.

Instructors are provided assessment examinations for initial and final testing, hardcopy and online. Also provided are teaching resources for English Language Arts and Mathematics tutorial programs, including: text books, instructional materials, software, and teaching guides and worksheets. Additional supplemental teaching aids are made available, such as: manipulatives, flash cards, illustrations, newspapers, magazines, puzzles, and games.

Instructors receive supplemental training that can include: updates on new state, federal and district policies; reviews of teaching methods, and resources to support and expand their training formats; and peer group discussions for sharing valuable teaching experiences.

Instructors receive technical assistance with the preparation of Student Learning Plans, Progress Reports and Evaluations. Coordination and support are provided for communicating with Title I coordinators at local school.

- How does the provider guarantee that all provider employees are aware of child abuse reporting procedures?
All new WE CAN Instructors are required to attend a seven (7) hour New Employees Training and Orientation Session at which time they are fully instructed as to child abuse reporting procedures: Please see Items 11C and 11D of the above answer.
- 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.)?
One to One; Small Group Instruction
- 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.
WE CAN offers tutorial instruction in English Language Arts and Mathematics for students grade levels K-12. Instructors provide services for English Language Learners, as well as Students with Disabilities. The program uses materials and instructional content that are secular, neutral and non-ideological in nature. Students are taught at home, local libraries, or local school sites when permitted. Instructors are available Sunday-Saturday, after-school, on weekends, and during summer and school vacations.

Methodology: The WE CAN SES program utilizes a combination of cutting edge, research-based teaching methodologies to help ensure that the instruction provided is presented in a manner designed to meet the specific needs and achievement goals of each student. All WE CAN instructors receive training regarding these methodologies.

Howard Gardner's Theory of Multiple Intelligence/Learning Styles: Instructors are taught Howard Gardner's theory of Multiple Intelligences (MI) and VAK (visual, auditory, kinesthetic) model which describes the three basic mental pathways preferred for learning. Instructors use their understanding of these theories to help students tackle difficult problems by changing their approach. Braintrainer(2006). **Bloom's Taxonomy/Critical Thinking:** WE CAN tutors are taught to use Benjamin Bloom's taxonomy in order to develop different types of questions used to gain a deeper understanding of reading text and mathematical concepts. In so doing, students become critical thinkers and analyzers of the world around them.

Phonics: Research indicates that a phonics program results in significantly better reading comprehension than other programs. Jeffrey (1976) and Polloway (1986). WE CAN tutors provide explicit phonics instruction using Blumenfeld's Alpha-Phonics and the NOOK electronic reader. **English Language Arts:** The WE CAN ELA tutorial program provides basic instruction and skills development related to reading, writing, listening and speaking, consistent with California ELA Content Standards. Students receive instruction relative to spelling, grammar, vocabulary development, increased comprehension, critical analysis and diction. Students expand their reading capacities with selected readings. WE CAN utilizes the NOOK electronic reader (no cost to student) as a teaching tool as an integral part of the learning program to provide easy access to a wide variety of books (over one million free books), promote use of California Reading List, and provide ELA lessons and exercises. Each student who completes the full SES program is allowed to retain the NOOK electronic reader to promote continued reading. WE CAN also gives free reading books to students to promote continued reading development.

The ELA program works with each student based upon individual needs. The program begins by developing phonemic awareness, basic decoding, word recognition, and spelling. Penmanship practice is included. Students study grammar sentence structure, syllabication rules, roots, affixes, punctuation; develop skills to write simple and complex sentences; write short compositions, brief narratives, and letters. Students develop reading comprehension skills, answer comprehension questions, and identify main ideas and sequence of events, structure and contents of books, and are encouraged to read. Students learn to write and speak with a command of standard English, vocabulary development, correct and diction, listening skills, oral commands.

Mathematics Skills Development: WE CAN's Mathematics program is designed to provide basic instruction consistent with California Mathematics Content Standards, with skills development through repeated application and practice of basic arithmetic computations, with instruction paced to meet individual student needs. Students learn math skills required for real-life functioning as competent citizens and consumers in modern society.

Math tutoring begins at a level appropriate for the individual student's performance. Students learn: number values and concepts, counting, reading / writing whole numbers, meanings of mathematical symbols, principles / rules for arithmetic calculations, order of operation; fractions, decimals, percentages, square roots, etc., as well as the language of mathematics. Students learn to engage in mathematical reasoning to determine how to approach and set up a problem. Students utilize the NOOK electronic reader to download a variety of exercises and word problems that allow them to practice skills development. They learn to read and solve word problems using arithmetic calculations, with exercises on real life applications, i.e., money handling, shopping, cooking, etc., incorporating applications of 21st Century principles of Permaculture, and Sustainability in agriculture, conservation and healthy eating. Students learn algebra, geometric principles, statistics, data analysis and probability, with practical applications to collecting, organizing, comparing data, recording information, and interpreting data and patterns.

Marilyn Burn's Math Solutions: Burn's approach to teaching math involves increasing instructor's understanding of the mathematics taught, and developing understanding of how children learn math, so they may revise their lessons to allow students to gain a better understanding of the math they are learning. WE CAN instructors are trained to solve and teach difficult math concepts through use of games and activities that maintain student interest and increases motivation, engage students in discourse, further understanding of concepts, and deepen their understanding of various approaches used to solve problems.

Critical Thinking: For both ELA and Mathematics, Critical Thinking is a significant component of the overall program. Instructors are taught the "constructivist" teaching approach that encourages and allows students opportunities to construct their own learning through use of manipulatives, solving real life problems, and discourse of topics, with special theme learning applications of principles of Urban Farming, Permaculture, and Sustainability.

California High School Exit Exam Boot Camp: Students Grades 8-12 are provided opportunity to participate in boot camp formats (either individual or small groups of 1-10) designed to support preparation for and success with the CAHSEE, with intensive review and practice involving all elements of exam, Math and ELA. The intensive skills development focus of this format provides students with extensive opportunities to review / practice mathematical and writing skills required to pass the exam.

Math component provides review of CAHSEE questions including: Number Sense, Math Reasoning, Statistics, Data Analysis, Probability, Algebra Functions, Measurement, Geometry. Sessions provide analysis of sample test questions, discussions of calculations required to properly answer questions, practice exercises to develop related math skills, practice sheets for home study. Final session includes intensive practice test with CAHSEE released tests.

ELA component focuses on development of the six basic traits of effective writing: Voice, Ideas, Organization, Word Choice, Fluency, and Conventions. Students practice each within context of the CAHSEE Released Test Questions.

Students are given copies of CAHSEE workbooks to keep, and are taught how to use these resources in independent study for continued exam preparation after SES.

At onset of service, each student is tested and a Student Learning Plan developed based upon California State Content Standards. Instructors determine what books / materials best meet goals of student's learning plan.

WE CAN's required teaching format is as follows:

Student Reading Segment: Recognizing the critical importance of developing reading and comprehension skills at all levels, each WE CAN SES student is required to practice reading the first ten minutes of each session with a NOOK electronic reader provided at no cost by WE CAN. Help is given with vocabulary, pronunciation, and understanding.

Reading Comprehension: After reading, student discusses what was read by talking, writing, drawing pictures, or acting out what the story meant to them. Critical thinking and analysis are incorporated into this process. For math students, this time is used to review and interpret word problems relevant to the student's subject, also accessed through use of the NOOK.

Lesson Strategies and Resource Materials: Basic instructional materials to support the student's three (3) learning goals in ELA or Mathematics are available for each student online, from the WE CAN Internet Resource List (below) and from the WE CAN Resource Center. WE CAN also provides each student with a NOOK electronic reader for easy access to the California Reading List, and free reading books from USDept. of Education's First Book program.

California State Test Preparation: The primary purpose of SES is to help students acquire fundamental skills needed to improve performance in class, on tests, and for graduation. To this end, copies of Math and ELA CST Released Test Questions for each grade level are provided. The last 10-15 minutes of each student's session is used for review and practice with these questions, in the context of skills learned during the lessons.

Materials and Resources: Choice of study material is unique to the individual student, based upon particular study goals, background, and interest. The following table is a partial list of instructional materials/resources (available on-line or at WE CAN Resource Center):

ELA

A Writers Reference, Diana Hacker

Accelerated Reader

Blumenfeld's Alpha-Phonics, Hardcopy & CBT

Building Reading Comprehension K-12 (McGraw-Hill)

Building Thinking Skills 2-12 (The Critical Think Co)

Building Your Vocabulary (Scholastic Guides)

Calif. Recommended Reading in Literature K-8

Calif. Content Standards (Curric. Assoc.)

Developing Critical Reading Skills (Hayes School Pub.)

English (Houghton Mifflin)

Everything You Need to Know About English (Scholastic)
HBJ Language Workbook (Harcourt Brace Jovanovich)
Scholastic Reading & Writing Books, Grades 1-8
Spectrum Language Arts Grades K-8 (McGraw Hill)
Steps to Writing Well, Jean Wyrick

MATHEMATICS

Accelerated Math
Algebra, Calif. Edition (Prentiss Hall)
Basic Mathematics, 8th ed. (Addison-Wesley)
Basic Mathematics, Arith., & Algebra (Scott, Foresman)
Basic Mathematics, K-12 (McGraw Hill)
Beginning Addition Gr. 1 Facts to 10 (Evan-Moor)
California Edition Math 2-8 (Houghton Mifflin)
California Mathematics (Scott Foresman)
Complete Book of Math, Grs 1-8 (Amer. Ed. Pub.)
Geometry Concepts & Skills (McDougal-Littell)
Fractions, Percents, Decimals (Key Curr. Press)
Mathematics Study Guide for CAHSEE (CGP)
Mathematics, Grades 1-8 (Houghton Mifflin)
Real-Life Math: (Weston Walch Pub)

WEBSITES

abcteach.com
allmath.com
edhelper.com
enchantedlearning.com
freemathworksheets.com
homeschoolmath.net
Hotmath.com
Khan Academy
myownresources/ESL/EFL

- 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?

WE CAN offers a tutorial team that includes individuals who are skilled in providing educational tutoring to students with special needs, slow learning, hearing impaired, and students identified from IEP. Consultations are held with the parents of Special Education students to obtain copies of the student's IEP to ensure that the SES tutorial program is consistent with and supports that plan. For students with disabilities, the WE CAN SES Program works to provide accommodations in both process and procedure that will allow equal access to all tutorial services. Sessions can be scheduled in the student's home or any convenient public location which eliminates issues of accessibility. Our program also offers a variety of tools and resources that are available to assist in providing instruction to students with disabilities, including audio lesson tapes, large print books, wide line writing paper, markers and pens, and others.

- For English Learner students, how will the provider ensure that there is primary language support provided for the student?
WE CAN offers services for both English Language Arts and Mathematics for students who are English language learners. The WE CAN SES Program tutorial team includes Instructors who speak Spanish, French, Korean, Chinese, and Vietnamese who are available to provide tutorial services to families. The program also has informational and instructional materials that are written in Spanish, materials that are English-Spanish bi-lingual, and resource materials of special interest that are based on California, Mexican, and Latin American history and culture. Instructors can communicate with parents in their language in order to fully explain the program and their student's participation and progress.
- What is your organization's student behavior policy and what behavior intervention strategies does your organization use?
The majority of WE CAN services are provided in-home and generally there is no problem with student attendance because the parent/guardian encourages prompt attendance. Parents notify their assigned instructor or the WE CAN administrative office if home sessions are to be cancelled. If a pattern of cancellations begins to develop the instructor discussed the situation with the parent/guardian and proposes alternative courses of action. If that does not correct the cancellations, the instructor refers the matter to a program director who then contacts the parent/guardian by telephone and/or letter to discuss the matter.

When there is a problem with student attendance at the library or school, after two absences, the instructor contacts the parent/guardian by telephone to discuss the matter. If the student misses again, the instructor refers the matter to a WE CAN program director. The program director contacts the parent/guardian either by telephone and/or in writing to inform them, once again, of the absences and to request that they encourage their child to resume attendance.

In either case, when the program director contacts the parent/guardian, the parent/guardian is informed that if the student continues to miss sessions, s/he will be dropped from the tutorial program, and the school district will be notified. These telephone calls and letters to the home continue at regular intervals throughout the remainder of the school year. If the student does not resume attendance, the school district is notified of the incomplete service.

PARENT OUTREACH FOR DISCIPLINE OR LACK OF PARTICIPATION

When a student exhibits less than cooperative attitudes and actions the instructor contacts the parent/guardian and discusses the matter with them. Usually this corrects a situation. If misconduct continues the instructor discusses the matter with a WE CAN Program Director who then contacts the parent to discuss the problem and attempt to develop a plan for corrective action. The parent is advised that if the problem is not corrected, then services may be terminated.

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?
WE CAN has been approved by the state of California to utilize the following

assessment tools for pre- and post-testing:

Mathematics:

-G•MADE: *Group Mathematics Assessment and Diagnostic Evaluation* (AGS Publishing, 2004)

-CST Released Test Questions

-CAHSEE Released Test Questions

English Language Arts:

-GRADE: *Group Reading Assessment and Diagnostic Evaluation* (AGS Publishing, 2001)

-CST Released Test Questions

-CAHSEE Released Test Questions

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

MATHEMATICS

G•MADE is a norm-referenced, standards-based assessment of math skills for use with kindergarten through high school students. The test blueprint was generated in 2000 from a year-long research study of numerous state standards, including those of the state of California and the multiple sample testings included California schools.

ENGLISH LANGUAGE ARTS

GRADE is a norm-referenced, research-based reading assessment for use in age ranges pre-kindergarten through young adult postsecondary students. GRADE was developed in accordance with national standards and the multiple sample testings included California schools.

- 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?
In order to provide for continuous program monitoring for effectiveness, all student test scores, learning goals, attendance data and progress reports are logged into and maintained on a central log. This information is reviewed and analyzed on a regular and on-going basis to ensure that service is being rendered at a steady pace. If there are lapses in service, the instructor and/or parent are contacted to determine the cause of the delay; if required, appropriate remedial action is taken, including reassignment of instructor and/or rescheduling of sessions. The log also provides an overview of the total student service roster, which enables monitoring of the progress of the entire program towards meeting specific service goals. This tracking allows modifications to be made in student-instructor assignments as necessary, and also facilitates decision-making regarding recruitment and hiring for additional instructors.

WE CAN guarantees that it will provide timely, quality professional educational tutoring to all of the students it services. WE CAN guarantees that if a parent is not satisfied with the services and progress of their assigned instructor, another

instructor will be assigned to them upon request to complete the program services. Any parent or student who is dissatisfied with these services, or by the performances of any WE CAN staff member may file a formal Client Complaint with the WE CAN Executive Director.

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?
WE CAN uses manual and automated tracking for processing student progress with online Instructors Daily Logs in the ETUTOR system that Instructors update with day-by-day descriptions of the specific skills reviewed; instructional materials used; and student performance. The Instructors Daily Logs are printed by the instructor at the end of each billing month. One copy is given to the parent and another copy is submitted along with signed Student Attendance Sheet as part of the instructor's monthly billing invoice. For in-home sessions, and other sessions where the parent is present with the student during tutoring, the instructor also may provide regular, on-going feedback to the parent at the end of the student's session.
- 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?

Attendance Monitoring and Reporting:

Timesheets that are co-signed by parents and/or students are maintained for each student to verify daily attendance. Cumulative attendance logs for each student are maintained by the WE CAN administrative office to provide an on-going record of aggregate and monthly attendance. WE CAN also utilizes a customized software program, ETUTOR, which resides in a secure back-end office platform for the purpose of tracking the tutoring progress information of all students.

Parent Outreach for Initiating Tutoring:

After receipt of student assignments, each parent/guardian is sent an introductory letter from the WE CAN administrative office informing them of the program, their student assignment, and upcoming future contact from their assigned instructor.

Parent Outreach for Failed Attendance:

The majority of WE CAN services are provided in-home and generally there is no problem with student attendance because the parent/guardian encourages prompt attendance. Parents notify their assigned instructor or the WE CAN administrative office if home sessions are to be cancelled. If a pattern of cancellations begins to develop the instructor discussed the situation with the parent/guardian and proposes alternative courses of action. If that does not correct the cancellations, the instructor refers the matter to a program director who then contacts the parent/guardian by telephone and/or letter to discuss the matter.

When there is a problem with student attendance at the library or school, after two absences, the instructor contacts the parent/guardian by telephone to discuss the matter. If the student misses again, the instructor refers the matter to a WE CAN

program director. The program director contacts the parent/guardian either by telephone and/or in writing to inform them, once again, of the absences and to request that they encourage their child to resume attendance. If this fails to resolve the problem the program director notifies the OUSD that the student has dropped services.

- 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.)

After receipt of student assignments each parent is given an introductory telephone call and/or letter from WE CAN administrative office informing them of the program, the student assignment, upcoming future contact from their assigned tutor, and WE CAN contact numbers for any questions, problems or complaints. During the Initial Student/Family Interview the Parent/Guardian is given a copy of a signed Parent Agreement Form, which informs them of the WE CAN complaint process and the procedures to follow.

Prepared by SES Provider: Michel McLaughlin, 1 a 1 WE CAN Quereres Poder

Signature: Michel McLaughlin

Date: 15 August 2011

Approved by: (OUSD/SES) Jusana Ramirez

Signature: Jusana Ramirez

Date: 12/13/11

EXHIBIT B



Policy Number:

Date Entered: 08/15/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2011

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	JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD SUITE C 197 SANTA CLARITA, CA 91350	CONTACT NAME:	
		PHONE (A/C, No, Ext): (661) 297-1434	FAX (A/C, No): (661) 297-1437
		E-MAIL ADDRESS: lindseyinsbrkr@sbcglobal.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	WEST EAST COMMUNITY ACCESS NETWORK INC. DBA: 1 a 1 WE CAN QUERER ES PODER 646 W 60th Street LOS ANGELES, CA 90044	INSURER A:	PHILADELPHIA INSURANCE COMPANY
		INSURER B:	ZURICH AMERICAN INSURANCE COMPANY
		INSURER C:	PHILADELPHIA INSURANCE COMPANY
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	PHPK696946	3/21/2011	3/21/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<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		<input checked="" type="checkbox"/>	PHPK696946	3/21/2011	3/21/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		<input checked="" type="checkbox"/>	PHUB319584	3/21/2011	3/21/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC02417949	8/1/2011	8/1/2012	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input checked="" type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ABUSE & MOLESTATION		<input checked="" type="checkbox"/>	PHPK696946	3/21/2011	3/21/2012	\$3,000,000 \$3,000,000
A	PROFESSIONAL		<input checked="" type="checkbox"/>	PHPK696946	3/21/2011	3/21/2012	\$1,000,000 \$3,000,000
A	CRIME/EMPLOYEE DISHONESTY		<input checked="" type="checkbox"/>	PHPK696946	03/21/2011	03/21/2012	\$500,000 \$5,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED.

30 DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT
 2111 International Blvd., Room 11
 OAKLAND, CA 94606

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

JoAnne Lindsey

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ACORD 25 (2010/05)

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Policy Number: PHPK696946

General Liability

WEST EAST COMMUNITY ACCESS NETWORK INC. 1 a 1 WE CAN QUERER ES PODER

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UN THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Oakland Unified School District
2111 International Blvd., Room 11
Oakland, CA 94606

(If no entry appears above, information require to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ Incl. _____.



8/15/2011
Authorized Representative Date
JoAnne Lindsey

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GLS-210a (4-99)

EXHIBIT C



WE CAN

West East Community Access Network, Inc.
PO BOX 82081 Los Angeles CA 90082

PERSONNEL CLEARANCE STATEMENT
Oakland Unified School District
2011-2012

I, Michel McLaughlin, am an authorized representative of West East Community Access Network, Inc. (dba, I a I WE CAN Querer es Poder) hereby certify under penalty of perjury, that, pursuant to Education Code Section 44237 of the California Education Code, the required criminal background check(s) of **all** persons (including staff, volunteers and anyone who will be in contact with program participants) who will be providing services to pupils in the Oakland Unified School District has been conducted and that none of those persons listed below have been reported by the California Department of Justice (CDOJ), if applicable, OR their home state Department of Justice or equivalent agency, if they do not reside in California, and the Federal Bureau of investigation (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c). 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 OSD students.

I further certify that the below named individuals have been cleared by medical personnel as not being a carrier of contagious TB. (Tutors only providing service via phone or internet do not need this clearance.)

The persons listed below are currently active employees of a public school district or active volunteers and have submitted to and received a fingerprint clearance in order to be employed or volunteer with the respective school district.

Full Name	School District	Employee #	FBI	DOJ	TB	Independant Contractor 1099 IRS status	
						Y	N
Celene Amugo	LAUSD	682180	Y	Y	Y		N
Kristal Benjamin	LAUSD	636292	Y	Y	Y		N
Tene Carter	LAUSD	955787	Y	Y	Y		N
Terrina Dotson	LAUSD	962238	Y	Y	Y		N
Dyan lavender	LAUSD	320893	Y	Y	Y		N
Maria Marshall	LAUSD	698094	Y	Y	Y		N
Maniouka Melendez	LAUSD	722008	Y	Y	Y		N
Rosina Tam	LAUSD	717488	Y	Y	Y		N
Francis Udeh	LAUSD	721949	Y	Y	Y		N



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PO BOX 82081 Los Angeles CA 90082

The persons listed below are currently not active employees of a public school district, or are and are Independent Contractors, and have submitted to and received a fingerprint clearance by the DOJ and FBI.

<u>Employee/Volunteers Full Name (Print)</u>	<u>FBI</u>	<u>DOJ</u>	<u>TB</u>	<u>Y</u>	<u>N</u>
Javier Acevedo	Y	Y	Y		N
Judith Afonta	Y	Y	Y		N
Uzo Agubata	Y	Y	Y		N
Shaherbano Ahmad	Y	Y	Y		N
Oyin-obi Amoni-Stone	Y	Y	Y		N
Joann Andrews	Y	Y	Y		N
Jimmy Prince Asiegbu	Y	Y	Y		N
Sara Esther Avellan	Y	Y	Y		N
John Aynedjian	Y	Y	Y		N
Aja Banks	Y	Y	Y		N
Jean Basdeo	Y	Y	Y		N
Rosario Benevides	Y	Y	Y		N
Nicole Bronson	Y	Y	Y		N
Bruce Browne	Y	Y	Y		N
Fran Tenia Brown	Y	Y	Y		N
Ruth Bustamante	Y	Y	Y		N
Marely Canox	Y	Y	Y		N
Alice Cardenas	Y	Y	Y		N
Carmen Cardenas	Y	Y	Y		N
Carlos Carillo	Y	Y	Y		N
Evelyn Castellanos	Y	Y	Y		N
Angela Chan	Y	Y	Y		N
Carol Chilaka	Y	Y	Y		N
Jenine Chotirawi	Y	Y	Y		N
Maranda Conner	Y	Y	Y		N
Walter Cordova	Y	Y	Y		N
Maria Cortinas	Y	Y	Y		N
Crystal Culmer	Y	Y	Y		N
Rodney Davis	Y	Y	Y		N
Jose DeJesus	Y	Y	Y		N
Annie Douglas	Y	Y	Y		N
Austin Dumas	Y	Y	Y		N
Jason Estrada	Y	Y	Y		N
Ugochukwu Enyinnaya	Y	Y	Y		N
Leonard Flot	Y	Y	Y		N
Will Foster	Y	Y	Y		N
Dahilia Galanis	Y	Y	Y		N
Lily Galanis	Y	Y	Y		N
Carlos Garcia	Y	Y	Y		N
Dina Garcia	Y	Y	Y		N
Oswaldo Garcia	Y	Y	Y		N
Socorro Garcia - Soria	Y	Y	Y		N
Vanessa Gibson	Y	Y	Y		N



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Paula	Golden	Y	Y	Y	N
Karole	Graham	Y	Y	Y	N
Omar	Graham	Y	Y	Y	N
Olga	Gudino	Y	Y	Y	N
Monica	Guerrero	Y	Y	Y	N
Nina	GulKarova	Y	Y	Y	N
Nadia	Gurrola	Y	Y	Y	N
Vicky	Gurrola	Y	Y	Y	N
Santiago	Gutierrez	Y	Y	Y	N
Mary	Henderson	Y	Y	Y	N
Maya	Hernandez	Y	Y	Y	N
Mayra	Hernandez	Y	Y	Y	N
Soraya	Hernandez	Y	Y	Y	N
Katie	Hoang	Y	Y	Y	N
Vuong	Hoang	Y	Y	Y	N
Thuan	Hong	Y	Y	Y	N
Krystal	Horton	Y	Y	Y	N
Janet	Howell	Y	Y	Y	N
Brady	Ikpendu	Y	Y	Y	N
Lazar	Ishayev	Y	Y	Y	N
Gabrielle	Jauregui	Y	Y	Y	N
Christian	Jiagbogu	Y	Y	Y	N
Gladys	Jimenez	Y	Y	Y	N
Sheryl	Jones	Y	Y	Y	N
Louella	Jordan	Y	Y	Y	N
Paul	Jurado	Y	Y	Y	N
Linda	Kirk	Y	Y	Y	N
Kristina	Kirstin	Y	Y	Y	N
Rashidat	Koko	Y	Y	Y	N
Steven	Kosako	Y	Y	Y	N
Tokunbo	Kujore	Y	Y	Y	N
Lani	Kwan	Y	Y	Y	N
Lena	Lam	Y	Y	Y	N
Paxton	Lee	Y	Y	Y	N
Marianne	Leimbrook	Y	Y	Y	N
Deborah	Lomax	Y	Y	Y	N
Juan	Loza	Y	Y	Y	N
Deborah	Luke	Y	Y	Y	N
Lilea	Magdaleno	Y	Y	Y	N
Peyman	Mahdavian	Y	Y	Y	N
Jennifer	Martinez	Y	Y	Y	N
Melissa	Martinez	Y	Y	Y	N
Rita	Martinson	Y	Y	Y	N



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Katie	McGuire	Y	Y	Y	N
Alfredo	Mejia	Y	Y	Y	N
Monica	Moreno	Y	Y	Y	N
Fabiola	Muro	Y	Y	Y	N
Tracy	Nibo	Y	Y	Y	N
Valentine	Nibo	Y	Y	Y	N
Kambrayl	Nix	Y	Y	Y	N
Monyeazo	Nkele	Y	Y	Y	N
Cynthia	Nolasco	Y	Y	Y	N
Okey	Nwachie	Y	Y	Y	N
Dominic	Nyaaba	Y	Y	Y	N
Maria	Obialor	Y	Y	Y	N
Alexander	Offor	Y	Y	Y	N
Chukwuma	Ofoegbu	Y	Y	Y	N
Joan	Ogbuehi	Y	Y	Y	N
Emmanuel	Ojo	Y	Y	Y	N
Uju	Okeke	Y	Y	Y	N
Promise	Okongwu	Y	Y	Y	N
Onyebuchi	Okpara	Y	Y	Y	N
Oluwaseun	Oloruntobi	Y	Y	Y	N
Elias	Ontiveros	Y	Y	Y	N
Martin	Onwudiwe	Y	Y	Y	N
Benjamin	Onyeausi	Y	Y	Y	N
Peter	Onyeausi	Y	Y	Y	N
Margaret	Onyekakeya	Y	Y	Y	N
Michael	Parra	Y	Y	Y	N
Nadia	Pena	Y	Y	Y	N
Jason	Perez	Y	Y	Y	N
Phillip	Perry	Y	Y	Y	N
Jacqueline	Pettiford	Y	Y	Y	N
Bruce	Petty	Y	Y	Y	N
Walter	Pittman	Y	Y	Y	N
Yusef	Rahman	Y	Y	Y	N
Erendira	Ramirez	Y	Y	Y	N
Karen	Rebollo	Y	Y	Y	N
James	Reed	Y	Y	Y	N
Denise	Roacho	Y	Y	Y	N
Joseph	Rodriguez	Y	Y	Y	N
Yesenia	Rodriguez	Y	Y	Y	N
Eloise	Roop	Y	Y	Y	N
Gabriela	Ruvalcaba	Y	Y	Y	N
Jalila	Salaam	Y	Y	Y	N
Elizabeth	Sanchez	Y	Y	Y	N
Jesus	Sanchez	Y	Y	Y	N

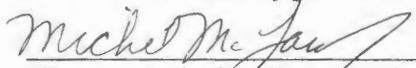


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West East Community Access Network, Inc.
PO BOX 82081 Los Angeles CA 90082

Kokila	Shah	Y	Y	Y	N
Kenya	Solomon	Y	Y	Y	N
Joann	Staten	Y	Y	Y	N
Marc	Steward	Y	Y	Y	N
Cicile	Taliaferro	Y	Y	Y	N
Shanel	Taylor	Y	Y	Y	N
Anthony	Turientine	Y	Y	Y	N
John	Ude	Y	Y	Y	N
Lisa	Ung	Y	Y	Y	N
Maureen	Ututo	Y	Y	Y	N
Veronica	Uzomah	Y	Y	Y	N
Ricardo	Valasquez	Y	Y	Y	N
Maria	Villalobos	Y	Y	Y	N
Annette	Waller	Y	Y	Y	N
Beverly	Washington	Y	Y	Y	N
Clarence	Washington	Y	Y	Y	N
Troy	Watson	Y	Y	Y	N
Jonathan	Whittle-Utter	Y	Y	Y	N
Sonja	Williams	Y	Y	Y	N
William	Worthy	Y	Y	Y	N
Robin	Wyatt-Yip	Y	Y	Y	N
Angel	Ybarra	Y	Y	Y	N
Ain	Young	Y	Y	Y	N

I agree to keep this list current and to submit a cumulative amended list monthly. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well


Signature, Authorized Representative

Michél McLaughlin
Name (Print)

August 8, 2011
Date

EXHIBIT D

Fingerprinting/Criminal Background Investigation

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR'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 CONTRACTOR, 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 Contractor 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

CONTRACTOR certifies that TB Clearance is on file for each Employee who may have contact with OUSD pupils in the course of providing services pursuant to this Agreement.



CONTRACTOR Representative, Signature



Date

CONTRACTOR Representative, Title

**Supplemental Educational Services (SES)
STAFF QUALIFICATIONS FORM
2010-2011**

Basic Directions

Complete the chart below for each tutor/employee and attach with SES Provider monthly invoices.

1. Employee, tutor, agent or subcontractor name.
2. Current DOJ Clearance on File. This is the fingerprinting clearance issued by the Department of Justice. It is the responsibility of the SES Provider to request and review subsequent arrest records.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in SES Provider files.
4. IA Requirement. OUSD requires that anyone who tutors students on OUSD school sites meets the IA requirement. This documentation should be maintained in SES Provider files.

SES Provider Information

SES Provider Name	1 a 1 WE CAN Querer es Poder	SES Provider's Contact Person	Carol Perkins
Billing Period	September 1, 2011 - September 30, 2011	Contact Phone #	323-759-9734

Employee, Agent or Subcontractor Name	Current DOJ Clearance on File	Current TB Clearance Documentation on File	IA Requirement Documentation on File (ONSITE ONLY)
Santiago Gutierrez	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rosina Tam	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Jimmy Prince Asiegbu	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Jason Estrada	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Maria Marshall-Velasquez	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. Eziokwu Washington	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Celene Amugo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ana Arevelo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Carlos Garcia	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Omar Graham	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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):	
-----------------	--

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 ROUTING FORM 2011-2012

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

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	1 a 1 WE CAN, Querer es Poder	Agency's Contact Person	Carol Perkins
Street Address	P.O. Box 82081	Title	SES Provider
City	Los Angeles	Telephone	(323) 967-0500
State	CA	Zip Code	90082
OUUSD Vendor Number	I005520	Email	ses@wecan-foundation.org
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	12/14/2011	Date work will end	06/16/2012	Total Contract Amount	\$2,795.84
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
3010	Title I - SES	9984856201	5825	\$ 2,795.84	R0202296
			5825	\$	
			5825	\$	
			5825	\$	

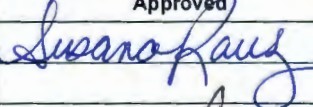
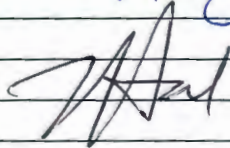
OUUSD Contract Originator Information

Name of OUUSD Contact	Susana Ramirez	Email	susana.ramirez @ousd.k12.ca.us	
Telephone	(510) 879-8334	Fax	(510) 836-9717	
Site/Dept. Name	State & Federal Compliance	After School Program Enrollment Grades	K	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			11/28/11
2. Oakland After School Programs Office			
3. Network or Executive Officer			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			11/28/11
5. Board of Education or Superintendent			
Procurement	Date Received		