OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To   The Board of Education

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

Board Meeting Date
*(To be completed by   June 13, 2012
Procurement)*

Subject   Professional Services Contract -
                  Sylvan Learning   Piedmont   CA   (contractor, City State)
                                    Montera Middle School   (site/department)

Action Requested   Approval of a professional services contract between Oakland Unified School
                       District and Sylvan Learning   . Services to
                       be primarily provided to _____Montera Middle School_____ for the period of
                       ____03/19/2012____ through ____06/15/2012____.

Background
*A one paragraph   Student scores on the California Standards Test indicate a need for additional services to be
explanation of why provided for students who are not performing well academically in math and English. Based on a
the consultant's   thorough evaluation of national and state standards, Sylvan's program design-goal is to implement a
services are needed.* supplemental education system that is both flexible and customized to ensure state academic
                    standards are met.

Discussion
*One paragraph   Sylvan's programs are designed to increase student academic achievement and proficiency.
summary of the   Sylvan will through a comprehensive assessment of each student, provide a curriculum and
scope of work.*   methodology instruction to improve student scores on the California Standards Test. The class
                    sizes are small and designed to meet the individual student's needs. Sylvan will provide 6 highly
                    qualified instructors in reading and math in a 8/9 to 1 ratio to facilitate instruction, manage
                    instruction, and work with parents, students, and Montera Middle School staff.

Recommendation   Approval of professional services contract between Oakland Unified School
                     District and Sylvan Learning   . Services to
                     be primarily provided to _____Montera Middle School_____ for the period of
                     ____03/19/2012____ through ____06/15/2012____.

Fiscal Impact   Funding resource name (please spell out) Title One
                     _____ not to exceed $ 35,589.00

Attachments   • Professional Services Contract including scope of work
                     • Fingerprint/Background Check Certification
                     • Commercial General Liability Insurance Certification
                     • TB screening documentation
                     • Statement of qualifications

OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Sylvan Learning (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").

2. **Terms:** CONTRACTOR shall commence work on 03/19/2012 , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below $78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed $78,500, whichever is later. The work shall be completed no later than 06/15/2012 .

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed thirty-five thousand five hundred eighty-nine dollars and no/100 Dollars ($ 35,589.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

   If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

   OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a .

   Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

   The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents**: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:

   1. Individual consultants:

      ☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

      ☐ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

      ☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

   2. Agencies or organizations:

      ☑ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: which shall not exceed a total cost of $ 0.00 .

6. **CONTRACTOR Qualifications / Performance of Services.**

   CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.

   Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:	**CONTRACTOR:**
Name: Russom Mesfun	Name: Barbarba Sabbadini
Site /Dept.: Montera Middle School	Title: Director of SES Contract Services
Address: 5555 Ascot Drive	Address: 1345 Grand Avenue
Oakland, CA 94611	Piedmont CA 94610
Phone: (510) 531-6070	Phone: (510) 928-4646

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing**

   Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

   1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.

   2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:

      i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.

      ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. **Insurance:**

    1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

       i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

       Check one of the boxes below:

       ■ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

       ☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
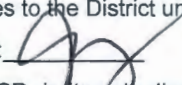
       ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

       iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars ($1,000,000) per claim.

       OR

       iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

13. **Anti-Discrimination**. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

14. **Drug-Free / Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

16. **Copyright/Trademark/Patent/Ownership**. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:

    1. **Tuberculosis Screening**

    2. **Fingerprinting of Employees and Agents**. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "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.

    Contractor initial:_____

    In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors**. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

24. **Conflict of Interest.** 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.

    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 in writing.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 03/19/2012   Work shall be completed by: 06/15/2012   Total Fee: $ 35,589.00

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education
☐ Superintendent or Designee

Secretary, Board of Education   Date

CONTRACTOR

Contractor Signature   Date 5/1/2012

Barbarba Sabbadini   Director of SES Contract Service
Print Name, Title

File ID Number: 12-1270
Introduction Date: 5-23-12
Enactment Number: 12-1358
Enactment Date: 5-23-12
By: ʃ ∂

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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CONTRACTOR's entire Proposal is **not** made part of this Agreement. [**IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.**]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Sylvan's programs are designed to increase student academic achievement and proficiency. Sylvan will through a comprehensive assessment of each student provide a curriculum and methodology instruction to improve student scores on the California Standards Test. The class sizes are small and designed to meet the individual student's needs. Sylvan will provide 6 highly qualified instructors in reading and math in a 8/9 to 1 ratio to facilitate instruction, manage instruction, and work with parents, students, and Montera Middle School staff

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SCOPE OF WORK

</div>

Sylvan Learning _____ will provide a maximum of 270.00 hours of services at a rate of $ 131.00 per hour for a

total not to exceed $0.00 _____ . Services are anticipated to begin on 03/19/2012 _____ and end on 06/15/2012 _____ .

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   Sylvan Learning will perform the following services for Montera Middle School:

   1. Work with the school to select appropriate students for intervention
   2. Pre and Post test students using the GRADE assessment by Pearson
   3. Provide a Parent information night
   4. Perform all parent and student outreach
   5. Provide 30 hours of academic instruction in reading fluency, vocabulary, comprehension and skimming and scanning reading techniques.
   6. Provide all teachers, materials and a site manager

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

   Students are expected to grow academically from the pre test to the post test as measured on the GRADE assessment by Pearson.
   Students are expected to more easily access their classroom material.
   Students are expected to complete homework more quickly and easily as a result of intervention
   Students are expected to gain in confidence and self-esteem
   Students are expected to show performance growth as evidenced by the 2012 CSTs

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
   (Check all that apply.)

   ☑ Ensure a high quality instructional core   ☑ Prepare students for success in college and careers

   ☑ Develop social, emotional and physical health   ☐ Safe, healthy and supportive schools

   ☑ Create equitable opportunities for learning   ☑ Accountable for quality

   ☑ High quality and effective instruction   ☐ Full service community district

SCOPE OF WORK ADDENDUM

Only students identified as eligible to receive Title I Program services will participate in the Sylvan Learning tutoring program.

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

☐ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number:_____

☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.

2. Meeting announcement for meeting in which the SPSA modification was approved.

3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

4. Sign-in sheet for meeting in which the SPSA modification was approved.

OP ID: DM

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/11

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	631-421-2424	CONTACT NAME:	
Intermarket Insurance Agcy Inc	631-421-2004	PHONE (A/C, No, Ext):	FAX (A/C, No):
205 E Main Street, Suite 3-4		E-MAIL ADDRESS:	
Huntington, NY 11743		PRODUCER CUSTOMER ID # S-BAYA1	
House Accounts			

		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Bay Area Education Support	INSURER A: Travelers Indemnity Co of CT	
	dba Sylvan Learning Center	INSURER B: Farmington Casualty	41483
	1345 Grand Avenue	INSURER C: Travelers Property Cas Co	
	Piedmont, CA 94610	INSURER D: Philadelphia Ins Companies	
		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	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		680-370Y687A-TCT-11	08/01/11	09/01/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			680-370Y687A-TCT-11	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $		X	YSF-CUP-370Y701-7-TIL-11	09/01/11	09/01/12	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1573Y168-11	09/01/11	09/01/12	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Abuse&Molestation			680-370Y687A-TCT-11	09/01/11	09/01/12	Claim/Agg	1Mil/2Mil
D	Prof Liability			PHSD658784	08/19/11	08/19/12	Claim/Agg	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured, if required by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
OAKLAND Oakland Unified School District 1025 2nd Ave. 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

ACORD 25 (2009/09)   The ACORD name and logo are registered marks of ACORD

Sylvan Learning

Proposal for Montera Middle School

February 2012

Sylvan System

The Sylvan Learning Center in Piedmont, CA is licensed to offer all Sylvan programs and curricula. The broad base of program options allows us to select what is best for the student. Our organization is held to the highest standards in teacher and administrator qualifications. Our staff is certified, highly qualified and meets the standards set forth by Sylvan Corporate and Western Association of Schools and Colleges (WASC).

All of Sylvan's programs are specifically designed to increase student academic achievement and proficiency. This approach is based on the belief that there is no "one size fits all" method for learning. With this in mind, the Sylvan program offers students a tailored learning environment that fits their individual needs. Our standards based instruction consistently demonstrates that memorization of facts is minimized and the meaning of concepts is emphasized.

The methodology for delivering instruction in a Sylvan program is likely to deviate from the standard teaching practices in the classroom. The program is also based on the belief that in order to shift from a teaching centered process to a learning centered process, it is necessary to accept the principle that no single instructional method is effective for all students.

Tutoring Plan Overview

All of Sylvan's programs are specifically designed to increase student academic achievement and proficiency. Sylvan curriculum and methodology of instruction are assessment driven and customized. Our program curriculum is designed according to the student's individual needs. The delivery and instruction methods used are varied and adapted to the student's needs as well. The expected frequency of student attendance is high, to which we attribute the fact that students are able to retain and apply what they learn. The class sizes are small and typically grouped by ability, which allows for personalized attention.

Intensive Individual Diagnostic Assessments:
The first step in identifying the academic needs of the student is a comprehensive diagnostic assessment. The Sylvan Diagnostic Assessment is a comprehensive analysis of academic skills. The assessment identifies what the student understands about a subject and where instruction could be beneficial. The focus shifts from what is known to what is unknown in order to provide a roadmap for future instruction rather than a snapshot of mastered skills.

High quality instruction:
Our curriculum is developed based on a thorough evaluation of national and state standards. Sylvan's program design goal was to develop a supplemental education system that was both flexible and customizable to ensure state academic standards are met.

The curriculum consistently undergoes an extensive review and is revamped to include the latest technology and/or research. We design the IEPs to meet the student's individual needs and to remediate any skill gaps from prior academic years.

In addition to internal quality assurance procedures, we are audited by our Corporate office on a regular basis, and because we are accredited we are also subject to periodic audits by WASC. This ensures that the highest quality standards are met.

A free fun interactive 90 minute seminar which delivers advice and pointers on what parents can do to help their student navigate the academic, social and emotional challenges they may face in middle and high school. A short video shows real parents, teens talking about what they experience and how they cope in these tumultuous times.

> **Forgotten Math**
  The Forgotten Math Seminar helps parents refresh their own math skills so that they may participate in helping with their child's math homework! Designed as a basic refresher course and run in centers, parents love this interactive seminar hosted by Sylvan teachers.

Sylvan Math Prep

Our mission is to equip each student to achieve.
We recognize that math presents a significant challenge to many students, particularly in the middle and high school years. SylvanMathPrep is a new online program that we believe can become a valuable resource for your teachers and students.

As part of the Sylvan intervention contract, Montera Middle School will receive a free subscription to Sylvan Math Prep that may be used by the entire school.
www.schoolmathprep.com

Username: MMS94611
Password: 5555Ascot

- Includes Pre-Algebra, Algebra 1, Geometry & Algebra 2
- Contains 2,000 videos that are organized into 750 lessons
- Each lesson contains practice problems, a sheet describing the concept being taught, and a self test
- Includes powerful textbook search and keyword search features
- The student is in control of the learning experience…and can review a video or practice problem many times to help them master a concept
  - The videos average 2 minutes in length
- Every practice problem has the answer and work available for the student to review
- Students can also print out a worksheet with each lesson. There are 750 worksheets in SylvanMathPrep.
- SylvanMathPrep is self-paced so it can help students catch up, keep up, or get ahead.

Logistics:
- Sylvan will provide 6 highly qualified instructors in reading and math in a **8/9 to 1 ratio**
- Sylvan will provide one (1) Site Coordinator who will facilitate instruction, manage student behavior and facility logistics, work as a liaison between Sylvan, parents and Montera Middle School staff.
- Students will receive incentives to motivate and reward participation and effort.
- All students will be pre and post assessed using either the Pearson GRADE (reading)

Academic Instruction Model:

Sylvan's Ace it! Reading Program

Students will learn the basics of language such as vocabulary development, comprehension skills, word analysis, oral fluency and English Language Conventions. Emphasis is placed on reading competency and preparation for standardized assessments.

OUSD Consultant Billing Rate Guideline
Waiver Request

Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	Sylvan Learning
Contract Originator Name	Russom Mesfun, Principal
Site or Department	Montera Middle School # 211
Requisition Number	R0203961

Reason for requested waiver:

■ Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached

☐ Short-term contract requires a higher hourly rate. Contract is less than one month in duration.

☐ Other, please explain:

Approval Cabinet Level approval required (Deputy Superintendent)

Regional or Executive Officer		Date
Cabinet Level		Date

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

MAY 9 - [handwritten] rec'd 2:30

Basic Directions
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.
1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	☐ For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	☐ For individual consultants: Proof of negative tuberculosis status within past 4 years
	☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	☐ For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	☐ For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:*   russom.mesfun@ousd.k12.ca.us

Contractor Information

Contractor Name	Sylvan Learning	Agency's Contact		Barbara Sabbadini				
OUSD Vendor ID #	I002461	Title		Director of SES and Contract Services				
Street Address	1345 Grand Avenue	City	Piedmont		State	CA	Zip	94610
Telephone	(510) 928-4646	Email						
Contractor History	Previously been an OUSD contractor? ■ Yes ☐ No			Worked as an OUSD employee? ☐ Yes ■ No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/19/2012	Date work will end	06/15/2012	Other Expenses	
Pay Rate Per Hour (required)	$ 131.00	Number of Hours	270.00	**Total Contract Amount**	$ 35,589.00

Budget Information
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title One	2114850101	5825	$ 35,589.00
			5825	$
			5825	$
Requisition No.	R0203961	**Total Contract Amount**		$ 35,589.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract 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)

1.	**Administrator / Manager** (Originator)	Name	Russom Mesfun		Phone	(510) 531-6070
	Site / Department		Montera Middle School		Fax	531-6354
	Signature	[signature]			Date Approved	5-1-2012
2.	**Resource Manager**, if using funds managed by: ☐ State and Federal ☐ Quality, Community, School Development ☐ Complementary Learning / After School Programs					
	☐ Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	[signature] Susana Ray			Date Approved	5/9/12
	Signature (if using multiple restricted resources)				Date Approved	
3.	**Regional Executive Officer**					
	☐ Services described in the scope of work align with needs of department or school site ☐ Consultant is qualified to provide services described in the scope of work					
	Signature	[signature]			Date Approved	5/15/12
4.	**Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations**				☐ Consultant Aggregate Under $50,000	
	Signature	Maria Santos			Date Approved	5-15-12
5.	**Superintendent, Board of Education** *Signature on the legal contract*					
Legal *Required if not using standard contract*		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			

Rev. 8/2011 v2   [handwritten] 1871   **THIS FORM IS NOT A CONTRACT**