



Azusa Unified School District
&
Step Up Tutoring
Professional Services Agreement
December 2022



Executive Summary

Step Up Tutoring's mission is to drive student success in under-resourced communities by providing free online tutoring and mentorship to elementary school students. Our volunteer tutors not only offer academic support to students, but also provide valuable mentorship and social support. Our goal is to increase engagement, improve academic performance, and strengthen students' social safety net. We are currently supporting several school districts across the country at their Title I school sites.

School closures and remote learning due to the coronavirus crisis have exacerbated the massive divide in schooling in the United States. Under-resourced communities have been disproportionately impacted by the pandemic and, though schools have returned to in-person instruction, students are still recovering. Fortunately, the technological resources that school districts provided students during the pandemic have made the infrastructure for Step Up Tutoring possible for the first time. We are working to get those students back on track in the classroom through personalized, 1-on-1 virtual instruction.

Partnership agreement

In Partnership with Azusa Unified School District (Partner), Step Up agrees to staff and deliver academic tutoring services under the terms and provisions set forth below for the current school year 2022 - 2023.

Step Up Tutoring Program

Step Up's holistic approach includes academic skill-building, social emotional learning (SEL), and mentorship and focuses on students building confidence and positive self-concepts. As a result, students flourish both in and out of school.

1:1 tutoring

Each student is paired with a private tutor who will meet with them 2 times per week for 45 minute sessions. Tutoring sessions will include 30 minutes of math curriculum (Step Up is currently utilizing Nearpod Math platform). The remaining time will be spent on SEL, mentorship, literacy and homework help as directed by the needs of the student.

For initial implementation, tutoring services will be conducted outside of school hours. Students and tutors will both be remote and students will have parental supervision as outlined in Step Up student application. If desired, Step Up can also provide 1:1 tutoring services in an Onsite Online (OSOL) format where students are at school under school administration supervision and tutors are remote. At any time during this contract, the Partner may choose to additionally provide this tutoring structure to students.

Service Implementation & Logistics

Program features

- All Step Up tutoring sessions feature a **modern online classroom platform**, with two-way webcam and audio for live communication between students and tutors.
- A **virtual whiteboard** allows the tutor to load the specific question, concept or lesson onto the screen for shared viewing. Tutors and students can draw on the screen to facilitate visual explanations of the concept or skill.
- Step Up tutors will use a high quality curriculum (currently utilizing Nearpod for math and Step Up curated materials for literacy and SEL) aligned to grade level standards.



Registration & Access

Step Up will work together with Partner to provide access to all students or an identified subgroup of students in Grades 3-6. All students will complete the Step Up application including signed parental consent.

Session Availability & Coursework

Students will meet 2x weekly with their Step Up tutor at scheduled times agreed upon by the families and tutors. Our tutors will follow a set curriculum for the duration of the program utilizing Step Up resources including but not limited to math (Nearpod), literacy and SEL materials. Tutors will prepare lessons to review certain concepts and can provide weekly updates to your teachers to ensure students are staying on track. Step Up tutors will never provide the answers to students, but rather will work through questions together using the shared whiteboard to ensure remediation and learning is taking place.

Technical Requirements

Step Up utilizes a videoconferencing platform provided by Zoom™ Video Communications, Inc. to deliver its tutoring. A full list of requirements and supported operating systems may be found at Zoom's™ website (<https://support.zoom.us>). All students must have access to:

- A computer or tablet with a broadband internet connection
- Speakers and a microphone, built-in to the computer, USB plug-in, or wireless Bluetooth
- A webcam or HD webcam, either built-in to the computer or USB plug-in
- Compatible browsers (i.e., Chrome™)

If at any time, student's devices or access to broadband internet services becomes an issue, the Partner agrees to work with Step Up and the student to rectify the problem in a timely manner so as not to impact weekly sessions. If a solution can not be reached, Step Up reserves the right to discontinue tutoring sessions for that student.

2. Data & Reporting

Step Up will only collect such data as is necessary to fulfill its duties as outlined in this Agreement. Step Up reporting will indicate usage by student, student progress and will offer insights into content areas. Step Up is committed to providing the most insightful information and will work to customize this reporting. Meetings with Step Up's tutors and Partner leaders can be arranged to share student progress reports and updates.

FERPA, Privacy, and Data Security

- Step Up is not liable for attendance and/or sessions missed by Partner students.
- Individual student refunds will not be issued by Step Up for any student that drops or does not participate after the start of the program.
- Step Up shall comply with all applicable state and Federal laws and regulations applicable to the service provided to Partner and as otherwise specified in the Student and Tutor Applications, attached hereto.
- The privacy of individual user data for school administrators, teachers, parents, and students is always respected and protected. Step Up will never disclose, sell, or rent information that identifies any of our students without specific authorization to do so.
- Step Up will ensure that its services comply with FERPA and PPRA and will not disclose any personally identifiable information in education records without the written consent of an eligible student, or if the



student is a minor, the student's parents (20 U.S.C.S. § 1232g(b)). An eligible student is one who has reached age 18 or attends a school beyond the high school level.

- Step Up will accept requests from Partner, as well as from individual students to correct records they believe to be inaccurate or misleading including name, date of birth, and student ID. For any requests submitted directly by the student, Step Up will confirm the request/change with Partner before finalizing the change.
- Step Up is permitted to use anonymized and aggregated performance information for improving its own service, provided this Information does not contain any direct or indirect personal identifiers, and is not personally identifiable by district, school or individual students and teachers, including without limitation assurances that sufficient cell and subgroup sizes exist to maintain anonymity and prevent re-identification.

3. Indemnity

Step Up shall indemnify, defend and hold harmless Partner, its affiliates and its respective officers, directors, and employees from and against any third-party suits, claims, liabilities, proceedings, demands, damages, costs, payments or expenses (including reasonable fees of counsel selected by the Partner) that arise out of or are related to (i) any breach by Step Up of any of the terms, conditions, or representations contained in this Agreement; (ii) acts or omissions, misconduct or negligence by Step Up or its officers, directors, employees, contractors, or agents; (iii) any violation of applicable laws.

4. Fees and payment terms

Step Up agrees to provide 1-on-1 tutoring services for the terms outlined in this agreement. In return, Partner will support implementation and ongoing student activities as outlined in Appendix A. Based on these terms and conditions, Partner agrees to the following payment terms and will remit payment within 30 days of receipt of invoice. Step Up will invoice Partner upon executed agreement. Step Up will commit to supporting Partner with implementation at sites including, but not limited to, teacher and student orientations, providing Step Up registration materials and regular meetings with site coordinators. Partner understands that delays in student registration may impact Step Up's ability to match students with available tutors.

Step Up standard cost is \$10,000 per school per school year. For this period beginning December 2022, Step Up will prorate the cost at 75% or \$7,500 per school site for the remaining school year. Step Up will also limit fees to two (2) school sites but will support Partner to implement the program at all schools within the district at no additional cost, making the program freely available to all students in Grades 3-6 district-wide. There is no limit to the number of students served so long as students meet Step Up's requirements of Grades 3 - 6, 3 month minimum commitment and complete student application. Step Up reserves the right at any time to discontinue services for a particular student if they do not meet program requirements, including but not limited to 2x weekly meetings and access to a device and internet access.



Service Type	Number of Schools	Total cost
1:1 Tutoring <ul style="list-style-type: none"> Individualized Math, Literacy, SEL tutoring and mentorship Students meet weekly with a consistent tutor 2x per week for a minimum of 3 months or until the end of the school year, whichever comes first. 	Minimum of 2 up to 8	\$15,000 (\$7,500 each school max fees at 2 schools)

5. Miscellaneous

This Agreement contains the entire understanding of the parties hereto relating to the subject matter contained herein and supersedes all prior agreements, understandings, statements, and negotiations of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered and fully to be performed therein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The rights and obligations specified in Sections 2 and 3 shall survive and continue after termination of this Agreement.

Agreed to the above, as signed below:

[Partner]

Signed

Date

Norma Carvajal Camacho
Name

Assistant Superintendent, Ed. Services
Title

Sten Uu
DocuSigned by:
Samantha Olivieri
CA8E511946284C6...

Signed

November 23, 2022
Date

Samantha Olivieri
Name

CEO
Title