

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS

Gurus Education
September 16, 2015

Name of Vendor: Gurus Education

Cost: \$16,800 (Speech and Debate workshops, high school student recruitment/advertisement, student program evaluation report and student attendance monitoring and report).

2015-2016 School Year: 26 weeks x 2 hours per site x 3 sites =156 service hours
\$16,800 (cost of contract) / 156 (service hours) = \$107.69 per hour

Purpose: Gurus Education conducts basic and advanced programs and tournaments in Public Speaking and Debates throughout the Bay Area. Gurus Education will provide speech and debate workshops to students registered in YEP at each of the three comprehensive HUSD high schools. There will be two (2) sessions held, one in the fall and one in the spring. The 2015-2016 school year workshops will be held two (2) times a week in one (1) hour blocks at each high school site. A maximum of 60 students will receive instructions for a twelve and fourteen week session as outlined above during the 2015-2016 school year. Students will participate in a district wide event among the three high schools, providing them with experience to compete in the National Forensics League.

These efforts are tied to:

Board Goal: 3.1 - Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6)

Funding Source: 21st Century (ASSETS) Grant (categorical after school funding, not general fund)

Evaluation Criteria: Performance measurements will be provided through student attendance reports and an evaluation report. The contractor will be evaluated by the number of students served reporting a minimum of 95% of students will have successfully completed the program and 90% of the surveyed students will respond that they had a positive experience in the program. Penalty for non-performance requirements and failure to meet terms and conditions of contract shall be revocation for contractor funding.

Term: September 21, 2015-June 1, 2016

Training and Maintenance/Warranty: N/A

Contacts: Christy Gerren, Director, Student and Parent Support Programs x 34190.

HAYWARD UNIFIED SCHOOL DIST.

Consultant or Service Validation Form

Site Location: District Office Date: 9/16/2015

Individual Requesting Consultant or Service: Christy Gerren Title: SPSP Director

Brief Description of Need: *(please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)*

There is currently no speech and debate or forensics programs in Hayward Unified School District and thus, YEP would like to provide these opportunities for students at the secondary schools. Gurus Education will provide twenty six weeks of instruction for a Speech and Debate program at the three comprehensive high schools during the 2015-2016 school year. The program will operate twice a week for sixty minutes at each school site and will service 60 students. Gurus Education will be responsible for student recruitment and providing student attendance and program evaluation reports to the Before and After School Program Coordinator. This contract will allow approximately 60 YEP students the opportunity to participate in a high school speech and debate competition at the end of the school year. Gurus Education will support the Hayward Unified School Districts Board Goals: 3.1 - Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6). (Students will build technology skills and have the ability to research information online.)

Student/Staff/Site Counsel Mtg Conducted: ☐ YES ☐ NO ☒ N/A

Proposals Solicited: ☒ YES ☐ NO

Briefly describe justification for consultant or service provider selected:

Gurus Education conducts basic and advanced programs and tournaments in Public Speaking and Debates throughout the Bay Area. They have helped thousands of students overcome the fear of public speaking and provide forums to engage in constructive debating. Their staff includes highly qualified and talented teachers. The high schools were selected to participate in a new speech and debate program as there are no current opportunities offered to students which focus on building confidence in their communication and public speaking skills.

Criteria Metric for contractor evaluation: The provider will be evaluated by the performance requirements as outlined per the contract and the completion of work stated in the scope of work. The contractor will be evaluated by the following criteria: the number of students served reporting a minimum of 45 students; 95% of students will have successfully completed the program and 90% of the surveyed students will respond that they had a positive experience in the program.

Indicate Funding Code: 01.4124.0.5830.950.1140.1000.365.000 Estimated cost \$ 16,800

Other Consultants or Service Providers Contacted

	Name	Description of services offered	Cost
1	Young Bay Area Genius Speech and Debate Academy	Speech and Debate Training	4000 no staff; only materials
2	James Logan High School Forensics-Tommie Lindsey	Speech and Debate Training	Unavailable

Action: ☐ Approved ☐ Modified Approval ☐ Disapproved
☐ Deferred Approval ☐ Follow-up Required Suspense Date: _____

HAYWARD UNIFIED SCHOOL DIST.

The Scope of Work

1. Describe the service to be provided:

Gurus Education will provide twenty six weeks of instruction for a Speech and Debate program at the three comprehensive high schools during the 2015-2016 school year. The program will operate twice a week for sixty minutes at each school site and will service 60 students. Gurus Education will be responsible for student recruitment and providing student attendance and program evaluation reports to the Before and After School Program Coordinator. This contract will allow approximately 60 YEP students the opportunity to participate in a high school speech and debate competition at the end of the school year.

Cost Analysis:

\$16,800 (cost of contract) / 60 (students served) = \$280.00 (cost per student for the 2015-2016 school year)

These efforts are tied to:

Board Goal: 3.1 - Provide a safe learning environment by improving school climate through the development of programs and services that support student needs. (LCAP priority 6)

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

This service will benefit approximately 60, 9th through 12th grade YEP students.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

With this service the students will build confidence in public speaking, learn how to win debates, write effective speeches, research the current speech and debate topics, and learn about different styles of speech and debate (i.e. Impromptu, Extemporaneous, Parliamentary, Team Policy, etc.). After they receive this service students will become better prepared for college and career experiences, specifically around public speaking and formulating responses to proposed questions.

4. How is it measurable? What tools/data will be used to measure student success?

Students and YEP staff will be surveyed for satisfaction. Gurus Education will track student retention and program completion rate.

5. What impact should we expect? What is the short term/long term impact on those served?

The program will meet the district goal to provide students with an opportunity to practice 21st Century learning skills, able to think independently and critically, confident and competent to make positive choices, and creative problem solvers.

6. Why did you choose this contractor? If more than one school, why were these schools chosen?

Gurus Education conducts basic and advanced programs and tournaments in Public Speaking and Debates throughout the Bay Area. They have helped thousands of students overcome the fear of public speaking and provide forums to engage in constructive debating. Their staff includes highly qualified and talented teachers. The high schools were selected to participate in a new speech and debate program as there are no current opportunities offered to students which focus on building confidence in their communication and public speaking skills.

Hayward Unified School District

Student and Parent Support Programs
Gurus Education
2015/2016

Independent Contractors Agreement

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (HUSD) (DISTRICT) and Gurus Education (CONTRACTOR).

Recitals

1. DISTRICT 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.
2. DISTRICT needs special services and advice as follows:
Contractor will provide twenty six weeks of instruction for a Speech and Debate program at the three comprehensive high schools during the 2015-2016 school year. The program will operate twice a week for sixty minutes at each school site and will service 60 students.
3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:

Twenty six weeks of Speech and Debate workshops for 20 (60 total) students at each high school during the 2015-2016 school year. The contractor will provide the following services for the YEP program:

- Quarterly attendance reports for each high school;
- After each program session, the contractor will provide the following: student retention rate; student survey responses; and program completion rate;
- Recruitment of HUSD high school students, maximum of 20 students enrolled per session;
- Gurus Education will meet two hours per week at each of the three comprehensive high schools for a total of six hours per week. Service hours total to 156 hours for twenty six weeks (\$107.69 per hour);
- Classes will meet on the following dates:
 - Week of Sept. 21, 2015 through week of December 14, 2015 (12 Weeks)
 - Week of January 11, 2016 through week of May 2, 2016 (14 Weeks)

*All changes to the schedule must be pre-approved by the Before and After School Coordinator. Holiday make updates will be completed during the weeks of May 9, 2016 and May 16, 2016.

- Gurus Education will provide an instructor to oversee each workshop at each of the comprehensive high schools. All instructors must be pre-approved by the Before and After School Coordinator.
- Organize an inter-school tournament within the district to give students experience with competitions.

2. Term

CONTRACTOR for the 2015/2016 school year shall commence work on **September 21, 2015** the work shall be completed no later than **June 1, 2016**.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of sixteen thousand eight hundred (\$16,800.00) payable as follows: upon completion of scope of work, quarterly payments will be based on quarterly invoices for services provided and accompanied by detailed quarterly reports provided by Gurus Education.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

 x are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

 are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees

to hold harmless, indemnify and defend DISTRICT and its 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.

8. Insurance

CONTRACTOR shall maintain 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 the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

N/A

10. Licenses and Permits

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

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. 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.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices 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:

DISTRICT:

**Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544**

CONTRACTOR:

Gurus Education
39899 Balentine Drive, Suite 200
Newark, CA 94560

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

**ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE
INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR
DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING
DISTRICT APPROVAL DESCRIBED BELOW.**

Hayward Unified School District

By: Christy Gerren

Initiating Administrator

Title: Director

School/Dept: Student and Family Services

Date: _____

Gurus Education

Contractor

By: RK Khurana /RITU KHURANA

Title: CEO FOUNDER

Date: 08/10/15

45-4255717

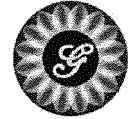
Taxpayer Identification/Social Security Number

**AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL
INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF
OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD
PRIOR TO COMMENCING ANY WORK.**

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____



Gurus Education

Competitive Public Speaking & Debate Program

Objectives

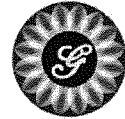
- Build confidence in public speaking
- Teach how to win debates
- Write effective speeches that connect with the audience.
- Research the current debate and speech topics
- Prepare students for competitive Public Speaking and Debate events
- Host an inter-school speech and debate tournament.

Overview of the Program

- Students will learn speaking with confidence, essentials of debating and effective speech writing from our Public Speaking and Debate instructional courses and LFE series courses (Learn from Experts where students analyze and learn by listening and reading the speeches and debates of experts).
- The students will have in depth lessons on the following styles of competitive speech and debate
 - o Impromptu - speaking without formal preparation.
 - o Extemporaneous – speaking on assigned topics or quotes.
 - o Expository – speaking on informative, speaker-chosen topics.

Debates

 - o Parliamentary – focus on persuasiveness, logic, and wit
 - o Lincoln Douglas (L-D) - one-on-one debate focused on discussing the merits of competing ethical values in a persuasive manner.
 - o Team policy – Policy (usually governmental) nature debates focused on evidence gathering and organizational ability 2-person teams. 4 people total
- Researching the current debate and speech topics and maintain a portfolio: The students will be maintaining a portfolio binder a 3-ring binder with five indexed dividers: Video (pictures and recordings), Journal, Process log, Artifacts and Research on various current topics.
- Several organizations sponsor speech and debate tournaments at local regional and national levels. Perhaps the best known and well recognized is The National



Gurus Education

Speech and Debate Association (formerly National Forensic League). This organization sponsors speech and debate tournaments for High School and Middle School students all across the United States. Member organizations and individuals compete throughout the year for a chance to be invited to the National Finals, which are held in June each year. Here in California, two different organized tracks can lead to an invitation to the NSDA National Finals competition. One is through participation in the National Circuit, which is sponsored directly by NSDA. The other is through the California High School Speech Association. Based on students' interest we will focus on certain events and tournaments.

- We will help organize an inter-school tournament within the district that is a good way to start and give students experience on the competitive environments before proceeding to NFL events

Pricing:

Classes

\$100 per hour for up to 20 students

26 weeks: Twice a week 60 minutes class for Public Speaking and Debates

Inter-school tournament

Regular Rate: \$30 per student

Discounted Rate: \$20 per student

Total Cost per school: \$200 / week per school

\$5200 per School for 26 weeks.

\$15600 for three schools for 26 weeks

\$1200 for the tournament for 60 students

Total for three schools including the Tournament is \$16800