

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 8.1a

Meeting Date: March 3, 2016

Subject: Approval of Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Conference/Action
- Action
- Public Hearing

Division : Business Services

Recommendation : Recommend approval of items submitted.

Background/Rationale :

Financial Considerations : See attached.

LCAP Goal(s) : Safe, Clean and Healthy Schools; College and Career Ready Students

Documents Attached :

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements

| |
|--|
| Estimated Time of Presentation : N/A Submitted by: Gerardo Castillo, CPA , Chief Business Officer Kimberly Teague, Contract Specialist Approved by: |
|--|

STATE & FEDERAL PROGRAMS

SA16-00613
Club Z! Tutoring

9/4/15 -

SCHEMATIC DESIGN PHASE

- a. Construction Manager shall notify

- d. Provide constructability analysis consistent with experience and qualifications.
- e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
- f. Provide cost evaluations of alternative material systems.

BIDDING PHASE

- a. Conduct a pre-bid walk with potential bidders, if required by the bidding documents.
- b. Conduct post-bid interview with successful bidder prior to start of work

CONSTRUCTION PHASE:

The Construction Phase of the Project will commence with the award of the construction contract and will end sixty (60) days after acceptance of the Project by the District, as indicated by recording the Notice of Completion with the Sacramento County Recorder; provided that the Project Manager shall continue to be subject to certain construction phase services of the Consultant, as set forth in this Agreement, which extend beyond the expiration of the set sixty (60) day period.

- a. Provide general project management, including administrative management, and related services as required to coordinate work of the contractor with any other contractor and with the activities and responsibilities of the Consultant, the District, and the Architect to complete the Project in accordance with the Plans and specifications, as well as the District's cost, time, and quality objectives. The Consultant shall be the party to whom all information shall be submitted.
- b. Require and review Master CPM construction schedule. Compare Contractor schedule with the schedule of any other contractor to determine if they result in a coordinated construction schedule. Require updates of schedule monthly. Prepare and distribute periodic reports that compare actual progress with scheduled progress. This evaluation shall serve as data for revision of the construction schedule report that shall be prepared and distributed to the Contractor, the District and the Architect by the Consultant. The construction schedule report shall be periodically updated to show conditions as the work progresses. The report shall indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.
- c. Material procurement consultation and advice, including recording a schedule for WKH 'L V W U L F W ¶ V S X U F K D V H R I P D W H U L D O V D Q G H T X L S Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project items are incorporated into

authorization, and maintain logs, and other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor requested changes to the contract time or price, endeavor to determine the cause of the request and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the & R Q V X O W D Q W V K D O O L Q L W V H Y D O X D W L R Q V R I W K H & comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all Disapproved change orders by number, a brief description of the change order work, the cost, and percent completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.

- g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents. The Consultant is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Construction Documents or to approve or accept any portion of the work not conforming to the requirements of the Construction Documents. Communication between the Consultant and Contractor with regard to quality review shall not in any way be construed as binding the Consultant, the Architect, or the District or releasing the Contractor from performing the work in accordance with the Construction Documents. No action taken by the Consultant shall relieve the Contractor of its obligation to perform the work in strict conformity with the requirements of the Construction Documents, and in strict conformity with all other applicable laws, rules and regulations. Consultant shall not be responsible for the failure of the Contractor to carry out work in accordance with the Construction Documents so long as Consultant has used all available means and undertaken good faith efforts to secure the performance of the Contractor in accordance with the Construction Documents
- h. Testing and inspection review. Consultant shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Consultant shall receive a copy of field and testing reports and shall provide a copy of such reports to the Architect.
- i. \$ J H Q F \ D S S U R Y D O \ V F R Q V X O W D W L R Q D Q G D G Y L F H
- j. Project closeout consultation and advice. Consultant shall determine, after consulting with District and Architect, when the Project and the Contractor's remaining work consists of punchlist items. In consultation with the Architect, the Consultant shall prepare a list of incomplete work or work which does not conform to the requirements of the Construction Documents. The Consultant shall consult with the Architect and the District and shall G H W H U P L Q H Z K H Q W K H 3 U R M H F W D Q G W K H & R Q W U D F W shall issue a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- k. Provide occupancy consultation and advice, and in reviewing the Master Project Schedule F R Q V L G H U W K H ' L V W U L F W \ V R F F X S D Q F \ U H T X L U H P H Q W
- l. Conduct a preconstruction meeting with all parties, including Contractor.
- m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling
- n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3 week short internal schedules (SIS) for use in each weekly meeting
- o.

- p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide schedules or the schedules are not realistic. Recovery schedules shall reflect the correct action and extraordinary efforts Contractor shall undertake to recapture lost time and shall be distributed to Architect and Project Manager.
- q. Keep records of construction progress and time schedules. Advise Contractor and District of any deviations from the time schedule that could delay timely completion and

- out of the contract or work. Make all records available to the District. At the completion of the Project, deliver
- ab. Construction progress photos/videos.
 - ac. Consultant shall assist the District in obtaining approvals and permits from all authorities having jurisdiction over the Project. The Consultant shall verify that all required permits, bonds, and insurance have been obtained from the Contractor.
 - ad. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the construction budget.
 - ae. Con

POST CONSTRUCTION PHASE: , P P H G L D W H O \ X S R Q W K H ' L V W U L F W ¶ V
completion of the Project, and in addition to any additional submittals required by the Agreement collect and submit the following close documentation to the District:

- a. Operations and maintenance data for equipment as required by the Contract Documents for the project.
- b. Warranties for equipment put into service.
- c. Tools, spare parts and maintenance materials.
- d. A list of Construction Contractor, Vendors, and Materialmen of every tier providing services, equipment, and/or materials in connection with the Project in a formal, adequately bound, catalogued form, including the names, addresses, telephobersua and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, including nights, weekends, and holidays.
- e. Final payment consultation and advice.
- f. Change order documentatani review, consultation and advice.
- g. Warranty item consultation and advice.
- h. Guarantees consultation and advice.
- j. Filing of asbuilt documents.
- k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall U H Y L H Z W K H c B e k O u V o U D i f e s R e p e r t i v e n o n a l s y s t e m s , a n d e q u i p m e n t o r r e a d i n e s s a n d a s s i s t i n t h e i r i n i t i a l s t a r t a n d t e s t i n g .
- l. Consultant shall also forward all of its documents and plans to the District upon completion of the Project and ensure all such insplan documents are well organized for any appropriate audit or review of the Project. All documents, daily logs, and any other written work product generated by Consultant shall be deemed the sole and exclusive property of District.

Provide advice to District on apparent deficiencies in construction during warranty period following acceptance of Project.

3. DESIGNATED REPRESENTATIVE:

District shall have the right to approve the designated representative of Cons Wayne Sjolund shall be the designated representative of Consultant who shall personally provide all services as set forth in this Agreement unless otherwise agreed to by prior written agreement. Should Wayne Sjolund be unable at any time to perform the duties described herein, Dist shall have the right to approve a new designated representative of Consultant or to terminate this Agreement. District reserves the right to require that any designated representative or representatives of Consultant who proves not to b T J E (R U) 4 (C T I O) - 7 s the rigt

4. PROJECT MANAGER:

District designated Lori Rubenstein as the Construction Manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to avoid

5. DISTRICT RESPONSIBILITY:

Notwithstanding anything contained herein and to the contrary, it is understood and agreed that District is responsible for:

- a. The District shall provide information regarding the requirements of the Project, including its objectives, constraints and criteria, including space requirements, relationships, flexibility and expendability requirements, special equipment and systems and site requirements.
- b. The District shall provide a budget for the Project, based on consultation with the Architect, which shall include contingencies for bidding, during construction and other costs that are the responsibility of the District.
- c. The District shall retain Architect whose services, duties and responsibilities are described in the Contract Documents.
- d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or any other matter that may affect the Project, it shall immediately give written notice thereof to Consultant.
- e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
- f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by the Contract Documents.

6. PLACE OF WORK:

It is understood that Consultant services shall be rendered largely at the construction site located at 3500 Florin Rd, Sacramento, California and District offices located at 425 1st Avenue and 5735 47th Avenue, Sacramento, California, but the Consultant will, on request, provide services at such other places as designated by the District.

7. TIME DEVOTED TO WORK:

Consultant shall perform services described in Article 2 above, as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project, and to avoid any additional costs to District.

work, on any given day, will be within Consultant's normal business hours. Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Generally, the Parties anticipate Consultant will provide services between 7:30 a.m. and 4:30 p.m., unless otherwise coordinated with the Project Manager, 5 days per week until the project is completed. It is understood and agreed that the estimated total number of hours required by Consultant to complete the required services, shall be approximately 160 hours per month, excluding travel time. If additional hours are required in order to complete the Project, such hours may be authorized but only upon prior written agreement of the Parties.

8. PAYMENT:

District shall pay Consultant the total not to exceed Two Hundred Thirteen Thousand One Hundred Sixty Eight

19. CALLBACKS:

It is understood and agreed that Consultant shall not be responsible for callbacks or other concerns related to implied or expressed workmanship or product liability more than 60 days after Project acceptance by District except as otherwise set forth herein. Notwithstanding anything contained herein to the contrary, Consultant shall be fully responsible for performance of the terms and conditions of this Agreement.

20. RIGHT OF EMPLOYER TO SUPERVISE AND INSPECT:

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to the ' LVWULFW ¶ V JHQ Hdd Dno supervision including the right of inspection and V XSHUYLVLRQ WKURXJK 'LVWULFW ¶ V 3URMHFW PDQDJHU satisfactory completion thereof in accordance with project plans and specifications.

21. LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONSULTANT:

The work and services provided herein shall be performed by those principals, officers and employees of Consultant mutually agreed to by District in writing.

22. CONFLICT OF INTEREST:

The Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest.

Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

Consultant affirms to the best of his/her knowledge, there exists no actual or potential conflict of interest between Consultant ¶ V IDPLO\ EXVLQHVV RU ILQDQFLDO LQW 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 V XFK FKDQJH ZLOO EH EURXJKW WR WKH 'LVWULFW ¶ V DW

23. WRITTEN NOTICE:

All communications regarding this Agreement shall be sent to Consultant 1638 Riverside Ave, Roseville, CA 95678 unless notified to the contrary and to District Contracts Office, 5735 47th Avenue, Sacramento, CA 95824 unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of personal service or mailing by registered or certified or overnight mail and shall be deemed sufficiently given if delivered or sent to the addressee at the address in this Agreement or such other address as may hereafter be specified by notice in writing.

24. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of California and venue shall be appropriate in the appropriate Superior Court Sacramento County, California. Consultant shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

25. OTHER PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction

26. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, in compliance with the provisions of Education Code section 17604, SCUSD Board Regulation 3B2 and SCUSD Board Resolution 427.

27. SUCCESSORS AND ASSIGNS. The District and the Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of the other party with respect to all terms of this Agreement. Consultant shall not assign or transfer any interest in this Agreement without the written consent of District.

28. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

29. AMENDMENTS. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

30. EXECUTION BY FACSIMILE OR IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. INTERPRETATION. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

PREMIER MANAGEMENT GROUP

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Wayne Sjolund
President

Date

Date

EXHIBIT A

CONTRACTOR CERTIFICATION

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting certification is required.

The District has determined that section 45125.1 is applicable to this contract. The District has also determined that the employees assigned to work at a school site under this contract will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall immediately so inform the District and assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Wayne Sjolund, President

Date

**Sacramento
City Unified
School District**

**MASTER CONTRACT AGREEMENT BETWEEN
SACRAMENTO UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER**

AUTHORIZATION AND GENERAL PROVISIONS

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this August 17, 2015, between the

[REDACTED]

Sacramento Unified School District (hereinafter referred to as "SCUSD" or the "District") and _____
_____ hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental
Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all

local, state, and federal laws, ordinances, rules, policies, and regulations, as well as

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

5 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

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

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

Notices emailed or mailed to SCUSD shall be addressed to:

Notices mailed to CONTRACTOR shall be addressed to:

DISTRICT: SCUSD

Lisa Hayes
Director,
State and Federal Programs Department
Sacramento Unified School District

PROVIDER:

Name: Tim Haas

Company: Club Z! Tutoring

Sacramento, CA 95824

City: Sacramento State: CA Zip: 95814

Phone: 916-714-2770

maintained as required by California Education Code sections 40061(b); registers and roll

[REDACTED]

[REDACTED]

books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section

[REDACTED]

SCUSD student's parent; and employees of SCUSD or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the pupil record. For purposes of this agreement, "employees of SCUSD or CONTRACTOR" do not include subcontractors.

7. 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. CONTRACTOR'S obligation of confidence under this Section (II)(B) shall survive ~~general termination or expiration of this Master Contract~~

C. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the

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 CONTRACTOR in

[REDACTED]

termination hereunder.

G. TERMINATION FOR DEFAULT

[REDACTED]

accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of SCUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

maintain at least \$1,000,000 per occurrence and \$1,000,000 general aggregate for all damages arising from each accident or occurrence.

\$100,000 fire damage

17

\$5,000 medical expenses

d. \$1,000,000 personal and advertising injury

e. \$1,000,000/occurrence products/completed operation.

dedicated to this contract or

ate limits.

2 Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence (required only if

a. At least \$1,000,000 per occurrence and \$3,000,000 general aggregate (or if

CONTRACTOR

that does not require face to face contact between CONTRACTOR'S employees,

agents or subcontractors and COVID students. CONTRACTOR shall have at

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his ~~performance under the Master Contract, however caused, unless such injury is caused by~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the negligence or willful misconduct of the District.

[REDACTED]

1. CONTRACTOR shall provide written notification to SCUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state notification or approval, or independent contractor record

under IRS 1099 rules and only after receiving SCUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of SES for SCUSD students,

CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep effect appropriate policies of liability insurance, including, but not limited to, general

5 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,

[REDACTED]

veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

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 SCUSD students with appropriate information including complaint forms. Parents may use the Uniform Complaint Procedures found on the SCUSD website to file a complaint.

EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and SCUSD, CONTRACTOR shall be responsible for the provision of all

D. INSTRUCTIONAL MINUTES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

contact the parent/guardian to schedule an appointment. CONTRACTOR shall submit a written statement for all withdrawal or dismissal of SCUSD student from the program, in addition to the Attachment 11.

I. PARENT ACCESS

assess compliance with relevant state and federal regulations, assessments of SCUSD

students, SCUSD student achievement growth, and Master Contract compliance.

- 3 CONTRACTOR shall participate in any reviews, including without limitation, selfreviews as required by law.
- 4 CONTRACTOR understands that SCUSD 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 attendance, including verification of required signatures of attendance and sign in/out documents; health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

5 CONTRACTOR shall ensure that the job performance of all personnel is regularly

push access employees having electronic or telephone contact only with any SCUSD

student shall not be required to obtain TB clearance.

Administrative staff for CONTRACTOR not in contact with students but having access to

month with the submission of the invoices when personnel changes occur which may affect the provision of Supplemental Educational Services to SCUSD students.

2 CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other

[REDACTED]

CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to SCUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

C. TRANSPORTATION

CONTRACTOR shall neither provide transportation nor subcontract for transportation services for SCUSD students unless SCUSD and CONTRACTOR agree otherwise in writing, as specified in the ISA. If agreed, in the event CONTRACTOR provides transportation services CONTRACTOR will keep in effect appropriate policies of liability insurance with the limits specified in Section (II)(J) or enters into a subcontract for the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. REQUIRED DOCUMENTS, FORMS, AND ATTACHMENTS

- 1 CONTRACTOR agrees to utilize the SES documents and forms developed by SCUSD and CAYEN systems without modifications, including but not limited to: obtaining the list of

students whose parent/guardian(s) have selected CONTRACTOR as their SES provider; creating student activity rosters and sign-in/out sheets; tracking attendance; creating invoices for reimbursement of services; creating SLPs; recording pre- and post-assessments; reporting student progress; recording student notes; and requesting student

withdrawals. If any modifications are made to the SCUSD documents and forms, delays for invoice payments or termination by default may be applied.

- 2 CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as District will not provide computer(s) to CONTRACTOR.
- 3 Attachments 1 through 5 are hereby incorporated by reference and are deemed a part of this Master Contract:

Attachment 1 – Individual Services Agreement

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

[REDACTED]

attendance reporting, and billing as specified by the State and Federal Programs Department.

[REDACTED]

submitted on 1-4-14 (less 4-1-14 (20)) days after the end of the attendance accounting period.

attached

which the services were rendered. Students withdrawn from a CONTRACTOR'S SEC

- e CONTRACTOR receives payment from another agency or funding source for a service provided to a SCUSD student.

 If the basis for the withholding is section 4474(b)(1)(A) above, SCUSD may only withhold

[Redacted content]

CONTRACTOR'S policies to help students gain employment and/or attendance

ing services and the specific incentives with their specific costs must be fully explained to the

ISA.

4. CONTRACTOR may not offer any incentive/payment of any amount to any SCUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program

3. CONTRACTOR shall make said evidence/documents available at SCUSD or

CONTRACTOR'S office (to be specified by SCUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to SCUSD within five (5) days of

I. BOARD APPROVAL

The parties understand that this Agreement is subject to and contingent upon approval by SCUSD's Board

[REDACTED]

[REDACTED]

[REDACTED]

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized

[REDACTED]

| | |
|--|--|
| | Gerardo Castillo Director III Budget Services |
|--|--|

Print Name and Title of Authorized Representative