

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Agenda Item# 11.1a

Meeting Date: February 2, 2012

Subject: **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

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Change Notices – Facilities Projects
5. Notices of Completion – Facilities Projects

Estimated Time: N/A
Submitted by: Daniel M. Sanchez, Manager II, Purchasing Services

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>INTEGRATED SUPPORT SERVICES</u>		
A12-00025.1 California Department of Education	7/1/11 – 6/30/12: Amendment No. 1 to McKinney-Vento: Education for Homeless Children and Youth Program grant. Provides funding for social worker to provide supplemental services to homeless students and families, including outreach to families living in shelters and temporary residential housing; school and academic support to facilitate school enrollment and attendance; and family and student case management when necessary.	\$1,671 In-kind Match: Coordinator position, Equipment, Student supplies New Total: \$38,406

SPECIAL EDUCATION

A12-00076 California Department of Education	7/1/11 – 9/30/13: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act (IDEA). In addition to certificated and classified salaries, this annual entitlement helps provide a continuum of services that is appropriate for students with special needs to access district curriculum.	\$8,816,111 No Match
A12-00077 California Department of Education	7/1/11 – 9/30/13: Preschool Local Entitlement Grant funded through the Individuals with Disabilities Education Act, Part B. This annual entitlement supports certificated and classified staff to meet the needs of preschool level, severely disabled children.	\$414,042 No Match
A12-00078 California Department of Education	7/1/11 – 6/30/12: WorkAbility 1 Grant. WorkAbility 1 is a training program for special education students ages 16 - 22. The program is designed to promote career awareness and exploration while students complete their secondary education program. WorkAbility 1 provides students with opportunities for job shadowing, paid and non-paid work experience, and ongoing support and guidance from vocational personnel.	\$362,330 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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SA12-00362 #1 Tutors, Inc.	<p>9/1/11 – 6/30/12: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.</p> <p>Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.</p>	\$174,303 Title I Funds
SA12-00363 #1 At-Home Tutors, Inc.	<p>9/1/11 – 6/30/12: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.</p> <p>Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.</p>	\$87,151 Title I Funds
SA12-00366 1-on-1 Learning with Laptops	<p>9/1/11 – 6/30/12: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.</p> <p>Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.</p>	\$87,151 Title I Funds
SA12-00369 Aavanza	<p>9/1/11 – 6/30/12: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.</p> <p>Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.</p>	\$310,051 Title I Funds
SA12-00390 After School Programs, Inc.	<p>9/1/11 – 6/30/12: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.</p>	\$136,952 Title I Funds

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.

SA12-00398
Club Z! Tutoring

9/1/11

CHANGE NOTICES ±FACILITIES PROJECTS

The following change notice(s) are submitted for approval.

CONTRACTOR

PROJECT and DESCRIPTION OF CHANGE

Landmark
Modernization
Contractors

Bid No. 701-0146, Isador Cohen HVAC Replacement Project
DSA #02-110306

Change Order No. 1 – Unforeseen Change Order. \$45,370.90
Unknown conditions materially
differ from contract documents

Initiated by: Contractor

Description: Deletion of scuppers, electrical demo, temporary power install; install water shut off valves, ground fault in fire alarm system, install new fire dampers, additional plumbing construction, deletion of receptacles, construction of revised ducting (\$36,141.32). Removal of hood cap to meet current code requirements, reframing existing penetration in drywall to accommodate new fire dampers (\$9,229.58).

Change Order Subtotal:	\$45,370.90	
Original Contract:	\$926,000	
Previously Authorized Change Orders:	\$-0-	
New Contract Amount / Total Change Order %:	\$971,370.90	4.8%

Contract Time will be extended by 3 BDC

SA12-00225

AGREEMENT FOR SERVICES

Between

CLERMONT COUNTY UNIFIED SCHOOL DISTRICT

YOUTH ENGAGEMENT SERVICES

Youth Engagement Services

And

Boys & Girls Clubs of America

ii. District shall provide grant management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and program. District shall coordinate the convening all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

shall invoice the District not to exceed a total of \$91,000. Payments can be invoiced in installments. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services provided in this

Sacramento, CA 95824
916-643-7992

H. Indemnity.

i. PEOPLE REACHING OUT shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all

claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or the willful misconduct of PEOPLE REACHING OUT, any subcontractor, anyone

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

~~P. Approval/Ratification by Board of Education. This Agreement shall be subject to~~

approval/ratification by the District's Governing Board of Education and/or designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

Sacramento City Unified School District

PEOPLE REACHING OUT:

By:

Staci Anderson
Authorized Signature

9/30/2011
Date

Title: CEO + President

After School Programs: Sacramento City USD
Scope of Work Proposal: October 2011 to June 2012
Attachment A*

Description of Work	Budget	Comments
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3. The term ³F U H G H O means a valid teaching credential or permit in single or multiple subjects, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
4. The term ³T X D O L means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing SES, 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 ³O L F H O means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).
6. The term ³S D U H O means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.
7. The term ³G D \ means calendar days unless otherwise specified.
8. The phrase ³E L O O D E O means a service day meeting the requirements for payment under this Master Contract.
9. The phrase ³E L O O D E O H G D \ R I shall have the meaning set forth in Section (III)(E) of this Master Contract.
10. The term ³L Q F H Q means any free services offered to parents or students in addition to those tutorial hours authorized by the State and Federal Programs Department. Incentives shall be limited to educational materials that support program delivery and shall not exceed \$50.00 per student per fiscal year. The limitation of the \$50.00 value shall not apply to computers or other technical equipment used as the primary

student or District employee data provided or made available to CONTRACTOR in connection with this MASTER Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act) (53\$ DQG WKH & KLOGUHQ ¶ V , QWHUQ (CIPA)), and will observe all District security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in SCUSD Board Policies and Administrative Regulations 5125 36WXGHQW 5HFRUGV´ DQG 35HOHDVH RI ´LUHFW

- 2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master & RQWUDFW 3UHFRUGV´ VKDOO LQFOXGH EXW QR V defined by California Education Code sections 49061(b); registers and roll 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

work. Prior to any such disclosure, CONTRACTOR shall obtain the

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CONTRACTOR may not assign nor transfer any duties under this Master Contract
without the prior written consent of District.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master
Contract with venue in Sacramento County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, SCUSD may,
by written notice to the CONTRACTOR, terminate this Master Contract in
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days written notice to CONTRACTOR. Upon receipt of such notice, the
CONTRACTOR shall:
 - a. Immediately discontinue all services under this Master Contract
(unless the notice directs otherwise); and
 - b. Deliver to SCUSD all information and material as may have been
involved in the provision of services whether provided by SCUSD or
generated by the CONTRACTOR in the performance of this Master
Contract, whether completed or in process (unless otherwise
directed by SCUSD). Such notice shall be deemed to have been

CONTRACTOR to fulfill its contractual obligations and District may, in its sole discretion, provide CONTRACTOR with a 10 day period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

- a. Immediately discontinue all services under this Master Contract (unless otherwise directed by SCUSD); and
 - b. Deliver to SCUSD all information and material as may have been involved in the provision of services whether provided by SCUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by SCUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.
2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, SCUSD may assume responsibility for the delivery of Supplemental Educational Services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of SCUSD students to another SES provider. The expense of completing the Supplemental Educational Services, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to the SCUSD upon notice of the excess so due.
3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of SCUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.
4. 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 accordance with this section shall be in accordance with the terms of the contract. 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.

5. If, the CONTRACTOR is terminated by the California Department of Education (CDE) due to non-compliance, it is the responsibility of the CONTRACTOR to notify the District in writing. Any services rendered to the students will not be paid by the district as of the notification date of termination by CDE.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or acquired, by any entity (other than an affiliate of CONTRACTOR) to form a new entity, then, at any time SCUSD may terminate this Master Contract by (a) giving notice in writing to the CONTRACTOR, upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

insurance policies shall be paid by CONTRACTOR and shall be deemed
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maintain the insurance coverage specified in Section (II)(J)(1) through
Section (II)(J)(4) above shall be cause for termination of this Master
Contract.

6. If CONTRACTOR is self-insured, CONTRACTOR shall submit to SCUSD
a description of the self-insurance plan and excess insurance coverages,
evidence that the plan is adequately funded to provide:

- a. At least \$1,000,000 per occurrence and \$3,000,000 general
aggregate (or if CONTRACTOR provides services solely over the
Internet or some other means that does not require face to face
FRQWDFW EHWZHHQ & 2175\$&725¶6 HPSOR\HH
subcontractors and SCUSD students, CONTRACTOR shall have at
least \$1,000,000 per occurrence and general aggregate for all
damages arising from each accident or occurrence) general liability
and,
- b. \$1,000,000 per occurrence and \$1,000,000 general aggregate
professional liability coverage for all damages arising from each
accident or occurrence.
- c. \$ VWDWHPHQW E\ & 2175\$&725¶V 3ODQ \$GPLQL
notice of discontinuance or material change in coverage or
provision of the plan will be sent to SCUSD at least thirty (30) days
before such discontinuance or material change.
- d. Any deductibles or self-insured retentions shall be declared in
writing to SCUSD. SCUSD approval is required for any amounts
over \$25,000.
- e. Upon approval in writing by SCUSD, this self-insurance will satisfy
the liability insurance requirement of this Section (II)(J) of this
Master Contract.

7. For the provision of transportation services by CONTRACTOR, subject to
the written consent of SCUSD and as specified in the ISA,
CONTRACTOR shall keep in effect a liability insurance policy providing at
least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage.
& 2175\$&725 VKDOO HQVXUH WKDW & 2175\$&725¶6 L

CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between SCUSD and any individual assigned by CONTRACTOR, upon the prior written consent of SCUSD, to perform any services for SCUSD. If SCUSD is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify and hold harmless SCUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by SCUSD as a result of that holding.

- 2. If the CONTRACTOR employs SCUSD employees, CONTRACTOR must ensure that these staff members understand they are working as contractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs SCUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR. The CONTRACTOR must notify the SCUSD employees to review the District Employee Rights Handbook to avoid any conflict of L Q W H U H V W V 7 K H & 2 1 7 5 \$ & 7 2 5 P X V W H Q V X U H W K D hours of employment with the CONTRACTOR must be beyond SCUSD contractual hours.

M. SUBCONTRACTING

to SCUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements of Section (II)(J) with respect to each such independent contractor by either:

- a. Covering each such independent contractor under & 2175 § & 725 ¶ 6 R Z Q L Q V X U D Q F H D V H Y L G H Q F H complete copies of all relevant insurance policies of CONTRACTOR; or
- b. Submitting insurance certificates evidencing that each such independent contractor has its own insurance with coverage that complies with the insurance requirements of Section (II)(J).

P. 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.

III. 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 appropriate supplies, equipment, assessments, and/or facilities for SCUSD students, as specified in the 6 & 86' VWXGHQW ¶ V 6/3 DQG WKH , 6\$ & 2175\$ & 725 VKDOO PD WR SDUHQWV IRU 6(6 DV VSHFLILHG LQ WKH 6 & 86' VWXGHQ to, screenings, SCUSD-designated and other assessments, or interviews that occur SULRU WR RU DV D FRQGLWLRQ RI WKH 6 & 86' VWXGHQW ¶ V Master Contract).

B. STUDENT LEARNING PLAN (SLP)

- 1. CONTRACTOR shall develop an SLP for each SCUSD student to whom CONTRACTOR is to provide SES services. An SLP shall only be prepared for 6 & 86' VWXGHQWV HQUROOHG LQ & 2175\$ & 725 ¶ 6 SURJUD the State and Federal Programs Department. A completed and word-processed SLP must be submitted and approved by SCUSD for each student before tutoring can begin for that student. The SLP form developed by SCUSD may not be altered, revised or substituted.

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C. GENERAL PROGRAM OF INSTRUCTION

& 2175\$ & 725 ¶ 6 a program of instruction shall be described in writing within the ISA and approved by SCUSD and shall be a part of this Master Contract. & 2175\$ & 725 ¶ 6 JHQHUDO SURJUDP RI LQVWUXFWLRQ VKDOO

CONTRACTOR shall immediately report to the State and Federal Programs Department when a parent of an SCUSD student has requested a withdrawal from services with stated reasons, or an SCUSD student is dismissed from services for nonuse, or lack of attendance for ten (10) consecutive billable days. CONTRACTOR must follow the policies and procedures described in Attachment 10 when unable to 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

CONTRACTOR shall provide reasonable parental access to SCUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parental visits and access to SCUSD students.

J. SERVICES AND SUPERVISION ON PUBNDaNDm 0.00s414(m 0.0s5(d)-3(e)6(n)- E]OOL)

1. A CONTRACTOR that desires to use SCUSD facilities must submit a SES Facility Use Application to the State and Federal Programs Department. All Facilities Use Permit requests will be reviewed by the State and Federal Programs Department before approval is granted. Upon approval of the Facilities Use Permit, monthly usage fees will need to be paid at the beginning of each month by the provider. Invoices will be sent to the providers from the Facility Use Department.
2. If CONTRACTOR is permitted access to public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and shall comply with all SCUSD procedures regarding visitors to school campuses specified by the SCUSD, as well as the procedures of the campus being visited.

K. SUPPLIES AND EQUIPMENT

CONTRACTOR shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

L. MONITORING

1. CONTRACTOR shall allow access by SCUSD to its facilities for periodic PRQLWRULQJ RI HDFK 6 & 8 6' VWXGHQW¶V LQ VWUXFW 6 & 8 6' WR SDUWLF LSDWH LQ WKH UHYLHZ RI HDFK V shall have access to observe each SCUSD student at work, observe the instructional setting, interview CONTRACTOR, and review each SCUSD

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CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current SCUSD or other VFKRRO GLVWULFW¶V HPSOR\HHV PXVW REWDLQ FOC ZLWK & 2175\$ & 725¶6 (Originating Reporting Agency Identification) number.

2. CONTRACTORS with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees WKURXJK WKH HPSOR\HH¶V VWDWH RI UHVLGHQF including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.
3. ,I & 2175\$ & 725¶6 VHUYLFHV DV VSHFLILHG LQ WKH services, contact with SCUSD students shall also include electronic contact, and CONTRACTOR shall comply with the requirements for CDOJ and FBI clearance described in this section. In such cases, employees having electronic or telephone contact only with any SCUSD student shall not be required to obtain TB clearance.
4. Administrative staff for CONTRACTOR not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential SCUSD student information shall not be required to obtain TB clearance.
5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing by completing Attachment 7 to this Master Contract, that & 2175\$ & 725¶6 HPSOR\HHV DQG YROXQWHHUV DQG

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, on-line, home, and/or individualized instruction or related services are qualified in the area in which the individuals are providing Supplemental Educational Services.
2. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are

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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 12 are hereby incorporated by reference and are deemed a part of this Master Contract:

Attachment 1 ±Individual Services Agreement

Attachment 2 ±Certification of Compliance with Em [1 t()-3(a)-3(cho)14()-4ent os;roc(

shall submit invoices and related documents to SCUSD for payment, each calendar month that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by SCUSD in the State and Federal Programs Department. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. Students withdrawn from D & 2175 \$ & 725 ¶ 6 Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal approval date. SCUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be made within forty -five (45) days after SCUSD receipt of an invoice prepared and submitted as specified by the State and Federal Programs Department. CONTRACTOR shall correct any discrepancy and resubmit invoices no later than thirty (30) days after the invoice is returned by SCUSD. SCUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by SCUSD.

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- 4. SCUSD is not obligated to pay for unsatisfactory services, provided that SCUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If WKH & 2175 \$ & 725 DOWHUV LWV VHUYLFH WR 6 & 86' ¶ 1 30-GD\ SHULRG WKHUH ZLOO EH QR LQWHUUXSWLR Observation/Monitoring tool will be utilized to monitor implementation and progress of the services.

6 & 86' ¶ 1

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the District, which may be granted or withheld in the 'LVWULFW ¶ V VROH DQG DEVRORQJ the generally of the law. If going, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of the District. Any assignment in contravention

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b. CONTRACTOR was overpaid by SCUSD as determined by
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work, and/or records;

c.

including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

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

