



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

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

<p>Estimated Time of Presentation: N/A Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist Approved by: José L. Banda, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
A16-00070 S.D. Bechtel Jr. Foundation	7/1/16 – 6/30/17: Grant funds to build teacher and leadership capacity to transform teaching and learning of mathematics. Funding will be used to strategically provide meaningful professional learning experiences that support grade K-8 students' acquisition of deep conceptual mathematics understanding.	\$938,796 No Match

SAFE SCHOOLS

A16-00069 U.S. Department of Justice	1/1/16 – 8/27/16: Community Oriented Policing Secure Our School Grant. Funds to be used to purchase surveillance / communication systems; training/education; and emergency medical and safety backpacks for classrooms.	\$93,400 100% Match
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SPECIAL EDUCATION

A16-00071 California Department of Education	7/1/14 – 9/30/16: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act (IDEA). This is a federal entitlement grant that is distributed to our SELPA (Special Education Local Plan Areas) in order to provide a full continuum of services for our students with special needs. Funds are used to support the sites with special education services in terms of allocations to fund certificated and classified positions that support the district's special education programs.	\$8,234,862 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
SA16-00699 Premier Management Group	1/1/16 – 12/31/16: Construction Management Services for Emergency Repair Program (ERP) Asphalt Project at Luther Burbank High School.	\$213,169 Emergency Repair Program Funds

STATE & FEDERAL PROGRAMS

SA16-00606 !!!Apple iPad & Android Tutoring!!!	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$129,176 Title I Funds
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STATE & FEDERAL PROGRAMS

SA16-00613 Club Z! Tutoring	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$104,274 Title I Funds
SA16-00615 Doctrina Tutoring	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$226,624 Title I Funds
SA16-00616 Elevate Learning	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$159,770 Title I Funds
SA16-00623 Sullivan Learning Systems	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$92,916 Title I Funds
SA16-00627 Vision 2000	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$105,380 Title I Funds
SA16-00632 !!#1 iPad Tutoring!!	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$100,848 Title I Funds
SA16-00637 !#1 Achieve Success	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$259,484 Title I Funds
SA16-00642 1 iPad Gratis	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$122,377 Title I Funds
SA16-00644 Above & Beyond Learning	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$125,776 Title I Funds
SA16-00650 Learn with iPads	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$271,949 Title I Funds



Sacramento City Unified School District

CONSTRUCTION MANAGEMENT CONTRACT

This Contract is made on this 3rd day of March, 2016 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as “District”, and Premier Management Group, Inc., referred to as “Consultant” or “Construction Manager.”

RECITALS

WHEREAS, District is in the process of replacing the asphalt paving at its premises located at Luther Burbank High School, 3500 Florin Rd, Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project completion, interagency coordination, internal communications and other matters as set forth herein; and

WHEREAS, Consultant possesses the necessary skills, experience, knowledge, including knowledge of State and School District requirements such as the Leroy F. Greene Act of 1998-SB-50 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5, and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

WHEREAS, Consultant is licensed and/or registered as defined in the State of California Government Code section 4525(e); and

WHEREAS, District may contract with any persons for the furnishing to the District of special services and advice as described above pursuant to California Education Code 35160 and 35160.1; and Government Code 53060, and may contract for Construction Project Management Services pursuant to Government Code 4526.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual acts and promises as contained herein, it is agreed by and between the District and Consultant as follows:

1. PROJECT:

Consultant services, as provided herein, are for and limited to all phases of construction and work necessary for the AC Paving Improvement “Project,” to be located at Luther Burbank High School, Sacramento, California. “Project” as used in this Agreement shall include any and all tasks and related activities reasonable and necessary for the construction and completion of the Project including acceptance by District.

This Agreement shall be governed by the laws of the State of California, including as applicable, regulations of the State Allocation Board, State of California Leroy F. Greene Lease-Purchase State Building Funds of 1998-SB50 and the Education Facilities Bond, Proposition 47, and of any other governmental agency with authority pertaining to reimbursement of such funds to the

District, all of which shall be deemed incorporated herein by this reference and the Consultant shall be obligated to comply with the same.

No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

2. NATURE OF THE WORK:

Consultant has fully familiarized itself with all aspects of the Project and understands and agrees that Consultant shall further the interests of District by furnishing skill and judgment as a provider of Construction Project Management Services, in cooperation with District representatives and, where appropriate, in reliance upon the services of the Project Architect. Consultant agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Consultant shall be responsible, to the extent described in this Agreement, for ensuring that the Project is completed in a competent and professional manner within the District's budget and in accordance with the District's schedule for timely completion of the Project.

Consultant shall perform special services and provide advice on behalf of the District as follows:

- a. Technical advice regarding construction;
- b. Construction coordination, including progress schedules, change orders and problem solving;
- c. Interagency coordination including, but not necessarily limited to, coordination between Consultant and:
 - 1) Architect; and
 - 2) The State of California – Division of the State Architect, "DSA", where appropriate;
- d. Internal communications, including Board reports, internal staff updates and community updates. The Consultant shall develop a communication system to ensure clear communication between the District, the Consultant, the Architect, contractor and other parties involved with the Project. In developing this communication system, the Consultant shall meet with the District, the Architect and others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports;
- e. Review of building specifications and scope of work, including any and all Project related contractual obligations owed to District by any third party;
- f. Review of all phases and elements of construction for all purposes including the assurance that various construction agreements and elements are properly coordinated, scheduled and assigned in such a way to maximize project efficiency;
- g. General construction management and overseeing of all project construction; and
- h. Provision of superintendency functions on the job site. Consultant shall, promptly, in writing and consistent with its duty of care, recommend to District and relevant employees of the District findings regarding said Project construction and make suggestions thereon.

In addition, Consultant shall perform the following activities:

SCHEMATIC DESIGN PHASE

- a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shall: (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the contractor's responsibilities, the District's responsibilities, the Consultant's responsibilities; and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect and District review and written acceptance.
- b. Construction Manager shall establish a preliminary construction budget or allowance in the format required by District, or if applicable, by the school construction funding agency identified by District, for written approval by the District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Construction Manager perceives site considerations, which render the Project expensive or cost prohibitive, Construction Manager shall disclose such conditions in writing to District immediately. Construction Manager shall provide a preliminary written time schedule for the performance of work on the Project. This master schedule shall specify the proposed starting and finishing dates and the dates by which certain construction activities must be complete. The Consultant shall submit the master schedule to the District for written acceptance and update the master schedule, as appropriate or at least on a monthly basis for District's acceptance.
- c. Consultant shall conduct periodic Project meetings attended by the District, Architect and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Consultant shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.
- d. Consultant shall assist the District in preparing documents concerning the construction budget for use in obtaining or reporting on Project funding.

DESIGN DEVELOPMENT PHASE

- a. Construction Manager shall provide District an updated estimate of construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the construction budget. Consultant shall prepare a Project and construction budget based on the separate divisions of the work required for the Project, following the Consultant's review of the Project plans and specifications prepared by the Architect. The Consultant shall review the budget with the District and the Architect and the Consultant shall submit the Project and construction budget to the District for acceptance. The Project and construction budget shall be revised by the Consultant as directed by the District and as necessary to ensure accuracy as changes are made throughout the Project. The proposed Project and construction budget may not be exceeded without prior written approval by District. Consultant shall make recommendations to the District concerning revisions to the Project and construction budget that may result from design changes. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.
- b. Provide construction feasibility review.
- c. Provide conceptual estimating assistance to Project Manager.

- d. Provide constructability analysis consistent with its 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 materials and 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 Project's 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 current 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 recommending a schedule for the District's purchase of materials and equipment requiring long lead time procurement. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
- d. Shop drawings and submittals review in cooperation with the Architect.
- e. Progress payment review, including preparing and distributing the progress payment reports. The reports shall state the total contract price, payment to date, current payment requested, retainage, and amounts owed. A portion of this report shall be a recommendation of payment that shall be signed by the Consultant and delivered to the District for use by the District in making payments to the Contractor.
- f. Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, including potential schedule impacts. Implement change order procedures, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and Contractor's signatures and District

authorization, and maintain logs, files, 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 Consultant shall, in its evaluations of the Contractor's requests, consider the Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of 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 all inspection and testing reports and shall provide a copy of such reports to the Architect.
- i. Agency approval's consultation and advice.
- j. Project close-out 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 determine when the Project and the Contractor's work are completed. The Consultant 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 consider the District's occupancy requirements.
- l. Conduct a pre-construction 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. Continuous daily on-site representation to observe Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and Master CPM construction schedule.

- p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide such 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 occupancy of Project. Maintain daily log documenting daily progress by trade and building as well as problems and delays. The daily log will include, but not be limited to, the weather, Contractor's staffing, work accomplished, problems encountered, rejection of material or work and other similar relevant data as the District may require.
- r. Review and respond, in cooperation with the Architect, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the Contractor for compliance with design and specifications, and ensure timely and uninterrupted progress of the work.
- s. Make offsite observations of fabricated materials and equipment within a one-hour radius. Observations outside of a sixty-mile radius will be billed on a time and materials basis.
- t. Advise regarding the amounts recommended to satisfy and assess liquidated damages, stop notices or other requirements of the construction contract documents.
- u. Analyze and advise District in cooperation with the Architect as to acceptability of test reports, methods, materials, equipment and systems.
- v. Review and advise District in cooperation with the Architect as to the acceptability of substitutions proposed by the Contractor.
- w. Review materials submitted by Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractor and subcontractors in accordance with the Construction Documents.
- x. Use best efforts to achieve satisfactory performance from the Contractor. Consultant shall determine, through routine on-site inspections, that the work of the Contractor is being performed in accordance with the requirements of the Construction Documents in order to guard the District against defects and deficiencies in the work.
- y. When appropriate, advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the Contractor notice to recover progress on the schedule when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- z. Determine in general that the work of Contractor is being performed in accordance with the requirements of the Contractor's contract. Use best efforts to protect the District against defects and deficiencies in the work. With Architect and the District, reject work that does not conform to the requirements of the Contractor's contract. Consultant shall consult with the Architect and the District if Contractor requests an interpretation of the meaning or intent of the drawings and specifications, and assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications.
- aa. Maintain on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record documents and revisions which arise out of Contractor's contract or work; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise

out of the contract or work. Make all records available to the District. At the completion of the Project, deliver all such records and “as built” plans to the District.

- 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 also 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. Consultant shall be responsible for reviewing Contractor’s safety program.

POST CONSTRUCTION PHASE: Immediately upon the District’s and Architect’s approval of completion of the Project, and in addition to any additional submittals required by the Agreement, collect and submit the following close-out 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, telephone numbers 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 documentation review, consultation and advice.
- g. Warranty item consultation and advice.
- h. Guarantees consultation and advice.
- j. Filing of as-built documents.
- k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall review the Contractor’s checkout of utilities, operational systems, and equipment or readiness and assist in their initial start-up and testing.
- l. Consultant shall also forward all of its documents and plans to the District upon completion of the Project and ensure all such plans and 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 all warranty periods following acceptance of Project.

3. DESIGNATED REPRESENTATIVE:

District shall have the right to approve the designated representative of Consultant. 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, District 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 be satisfactory to the District shall be removed upon written notice from the District.

4. PROJECT MANAGER:

District designated Lori Rubenstein as the Construction Manager authorized to act in District's behalf with respect to the Project. Construction Manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of Consultant's services.

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 and 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, changes 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 for Architectural/Engineering Services, between the District and Architect.
- d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contractor's Contract, the District shall give prompt 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 law or the Contractor's contract.

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 the 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.

In the performance of Consultant's services, the services and the hours the Consultant is to work, on any given day, will be within Consultant's control and District will rely upon 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 and 62/100 Dollars (\$213,168.62) payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a prior monthly report of time spent on the Project to the District. It is understood and agreed that Consultant's hours may vary from month to month but on average will total approximately 160 hours per month, except upon prior written agreement by the Parties.

District shall pay Consultant in accordance with its usual and customary accounts payable practices and payment cycles. In addition, Consultant shall be reimbursed for all pre-approved, in writing, travel and out-of-pocket expenses incurred on behalf of District while away from Consultant's principle place of business, as defined in Article 6 of this Agreement.

District will reimburse Consultant for all reasonable costs ("Reimbursable Costs") not otherwise anticipated under this Agreement that are necessarily incurred by Consultant in the proper performance of its services under this Agreement. Any Reimbursable Costs shall be subject to the District's prior written approval. Payment of allowable Reimbursable Costs shall be made within thirty (30) days upon receipt and approval of Consultant's invoice(s).

9. TRANSPORTATION:

For transportation by automobile out of the Sacramento area, Consultant shall be reimbursed at the rate of \$.55 per mile.

10. TERM:

The initial term of this Agreement shall commence on March 1, 2016 and shall continue until the Project is completed. It is understood services as provided herein will generally begin one month prior to the start of construction and end, except as otherwise stated herein, 60 days after acceptance by the District of the Project as reflected in the recording of the Notice of Completion. This Agreement may be extended upon mutual agreement of the Parties.

11. TERMINATION:

District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement. In the event of early termination, the Consultant shall be compensated for all services satisfactorily performed to the termination date and any services pre-authorized by District in writing to wind up Consultant's services; provided however, District shall not be liable to pay more than the total amount of the Agreement. Upon receipt of a notice of termination, Consultant shall promptly discontinue all services affected, unless the notice directs otherwise.

Upon termination of this Agreement as provided herein, Consultant shall promptly provide and deliver to District all files, notes, writings, documents, and other materials in Consultant's possession or under Consultant's control related to the services Consultant has performed on behalf of the District regarding the Project.

12. RELATIONSHIP BETWEEN THE PARTIES:

The Parties agree and intend that the relationship between them, created by this Agreement, is that of independent contractor. Consultant is not an employee of District, or of Architect, and

is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pensions plans.

In providing the services contemplated by this Agreement, the Consultant shall, on behalf of the District, maintain a professional working relationship with the District, Contractor, and the Architect. The Consultant shall furnish all services in accordance with the standards of the industry for similar public works projects in the State of California and in accordance with all applicable Federal, State and local laws. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and the Architect or the Contractor or subcontractors or material suppliers for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Consultant. Consultant will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the Internal Revenue Service.

13. INDEMNIFICATION:

Consultant shall defend, indemnify and hold the District, its board members, officers, agents and employees harmless from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages and attorney's fees and costs, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Consultant or its agents, employees or subcontractors under this Agreement. Consultant shall reimburse the District for any expenditure the District may make by reason of the matters that are the subject of this indemnification, and if requested by the District, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of Consultant. It is understood and agreed that such indemnification will survive the termination of this Agreement.

14. INSURANCE:

Prior to commencement of and during all times that Consultant is providing services pursuant to this Agreement, Consultant shall, at its sole expense, maintain in full force and effect:

1. Commercial general liability insurance coverage for bodily injury, property damage, and personal injury, with policy limits of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If such insurance is not kept in force as required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.
2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than \$1,000,000 per accident.

3. Errors and omissions insurance covering the services furnished by Consultant pursuant to this Agreement, providing for coverage on per occurrence basis for a minimum of One Million Dollars (\$1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than Fifty Thousand Dollars (\$50,000.00). If Construction Manager's errors and omissions insurance is in a claims made form, said insurance shall be carried and continued by Consultant for a period of three (3) years following the date the Notice of Completion is recorded for the Project.
4. Insurance covering claims under worker's compensation, disability benefits and other similar employee benefit acts that are applicable to the work being performed under this Agreement.

Consultant shall provide written evidence of the above insurance coverage in the form of a certificate of insurance to the District prior to commencement of any work under this Agreement. At the District's request, Consultant shall provide a certified copy of each insurance policy.

Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage.

16. FINGERPRINTING REQUIREMENTS:

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services by Contractor, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

District has determined that Contractor's (Consultant) services will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If Contractor is unwilling to comply, Contractor's employees may not enter any school site until Contractor provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

17. WORK STANDARDS:

The conduct and control of the work to be performed by Consultant, under the Agreement, shall lie solely with the Consultant. Consultant shall perform services for the District in accordance with currently approved methods and ethical standards applicable to its professional capacity. Consultant shall be free to practice its profession, for others, during those periods when it is not performing work, under this Agreement, for the District.

18. FURNISHING OF MATERIALS AND EQUIPMENT:

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant, under this Agreement, shall be furnished by Consultant, at its expense, except that District shall be responsible for those items as set forth in Article 5 above.

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 District's general right of inspection and supervision including the right of inspection and supervision through District's Project manager and independent inspector to secure the 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's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

23. WRITTEN NOTICE:

All communications regarding this Agreement shall be sent to Consultant at 133 Riverside Ave, Roseville, CA 95678 unless notified to the contrary and to District at Contracts Office, 5735 47th Avenue, Sacramento, 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 stated 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 in 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 BP-3312 and SCUSD Board Resolution 2427.

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 such 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 nor 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



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

**I.
AUTHORIZATION AND GENERAL PROVISIONS**

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this August 17, 2015 between the 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 in Section (I)(F)(1)) to all eligible SCUSD students whose parent selects CONTRACTOR under the No Child Left Behind (hereinafter referred to as "NCLB") Act. It is understood that this Master Contract does not commit SCUSD to pay for SES provided to any SCUSD student, or CONTRACTOR to provide such Supplemental Educational Services, unless and until an authorized representative of SCUSD's State and Federal Programs Department approves the provision of Supplemental Educational Services by CONTRACTOR.

Upon acceptance of a SCUSD student, CONTRACTOR shall submit to SCUSD in the CAYEN Management System, a completed Student Learning Plan (hereinafter referred to as "SLP") as specified by the State and Federal Programs Department for each SCUSD student served by CONTRACTOR. The original signature page with the parent signature must be submitted by mail or in person to the SCUSD State and Federal Program office (address on page 4). Unless otherwise agreed in writing, this form shall acknowledge CONTRACTOR'S agreement to provide all services specified in the student's SLP.

SCUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), attached hereto as Attachment 1, and made a part hereof, that generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL/WAIVER

CONTRACTOR shall be certified or otherwise approved by the California Department of Education (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES Request for Application (RFA) must be provided to SCUSD on or before August 31, 2015, the date determined by the District's State and Federal Programs Department. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as SCUSD policies and procedures. No modifications can be made to this document by the CONTRACTOR.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin upon the approval of the Sacramento City Unified School District Board of Education and end on May 13, 2016. ("Term").

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Attachment 1, each SLP, and the District's policies and procedures constitute the agreement between SCUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, SCUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "**Supplemental Educational Services,**" or "**SES,**" means "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, provided that such approaches are consistent with the content and instruction used by the District and are aligned with the State of California academic content standards. Supplemental Educational Services must be provided outside of the regular school day, does not exclude the duty-free lunch or preparation time (refer to SCTA and SCUSD as described in contract sections: SCTA Contract, Article 5.3.1 and Article 5.6.1) Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section (1116)(e)(12)(C)]
2. The term "**authorized SCUSD representative**" means an SCUSD SES State and Federal Programs Department administrator.
3. The term "**credential**" 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 "**qualified**" 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 **"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 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 **"parent"** 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 **"days"** means calendar days unless otherwise specified.
8. The phrase **"billable day"** means a service day meeting the requirements for payment under this Master Contract.
9. The phrase **"billable day of attendance"** shall have the meaning set forth in Section (III)(E) of this Master Contract.
10. The term **"incentive"** 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 instructional tool for the delivery of SES and given to a student after he/she completes the basic program. (As defined in Title 5 of the California Code of Regulations section 13075.9.)

II.

ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by email, personal delivery, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail or personal delivery:

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	PROVIDER:
Lisa Hayes Director, State and Federal Programs Department	Name: Tim Haas
Sacramento Unified School District	Company: Club Z! Tutoring
5735 47 th Avenue Box 725	Address: 520 9 th Street, Room 102
Sacramento, CA 95824	City: Sacramento State: CA Zip: 95814
(916) 643-9051	Phone: 916-714-2770
Attn: Director, State and Federal Programs Department ses@scusd.edu	Email: thaas@clubztutoring.com Attn:

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning District students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other 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 (FERPA) and the Children's Internet Protection Act (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 "Student Records" and 5125.1 "Release of Directory Information."
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 Contract, "records" shall include, but not be limited to: pupil

records as 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 evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (IRS Form 941/CA Form De3Dp); bank statements and canceled checks.

3. All information developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of SCUSD students being served by CONTRACTOR, are confidential. Except as provided in Sections (II)(B)(4) and (II)(B)(7), without prior written consent of an authorized District representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform District, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from District for any purpose other than the performance of this Master Contract, without District's written consent.
4. CONTRACTOR may disclose to any subcontractor, or other District-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to the requirements of Section (II)(B) and shall provide a copy of such agreement to District.
5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of District.
6. CONTRACTOR shall maintain SCUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each SCUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the SCUSD student's record.
 - a. Such log may not record access to the SCUSD student's records by: the SCUSD student's parent; an individual to whom written consent has been executed by the

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 cancellation, 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 remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. 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 whole or in part at any time, for SCUSD's convenience with thirty (30) 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 served as of the date delivered if made by personal delivery, or if mailed, as of the date of mailing by United States mail, postage pre-paid.
2. If the termination is for the convenience of District, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and SCUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract.

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 accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. SCUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of 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.

If terminated for cause, the CONTRACTOR and/or its affiliates may not service DISTRICT students for 2 academic years.

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 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.

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 series of related transactions, or all or substantially all of CONTRACTOR'S assets are 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 CONTRACTOR thirty (30) calendar days' prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

SCUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. INSURANCE

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Master Contract, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Master Contract:

1. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - a. \$1,000,000 per occurrence. Any policy with an aggregate limit shall have a \$1,000,000 aggregate dedicated to this contract or \$3,000,000 general aggregate limits. If CONTRACTOR provides services solely over the Internet or some other means that does not require physical contact between CONTRACTOR'S employees, agents, or subcontractors and SCUSD students, CONTRACTOR shall

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

- b. \$100,000 fire damage
 - c. \$5,000 medical expenses
 - d. \$1,000,000 personal and advertising injury
 - e. \$1,000,000/occurrence products/completed operation. Any policy with an aggregate limit shall have a \$1,000,000 aggregate dedicated to this contract or \$3,000,000 general aggregate 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 CONTRACTOR and/or its employees have physical contact with SCUSD students or visit District sites).
 3. Workers' Compensation and Employers' Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.
 - a. Part A – Statutory Limits
 - b. Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability
 4. Errors and Omissions (Professional Liability) coverage, \$1,000,000 per occurrence/\$1,000,000 aggregate
 5. Not later than the date CONTRACTOR signs this Master Contract, and periodically thereafter upon request, CONTRACTOR shall furnish SCUSD with certificates of insurance and endorsements evidencing coverage specified in Sections (II)(J)(1) through (II)(J)(4) above. Satisfactory evidence of insurance shall be equivalent to the standard insurance company Certificate of Liability Insurance form ACORD 25-S. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in Sections (II)(J)(1) and (II)(J)(2) shall name SCUSD and the SCUSD Board of Education as additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract. Failure to maintain the insurance coverage specified in Section (II)(J)(1) through Section (II)(J)(4) above shall be cause for immediate termination of this Master Contract, and no period to cure shall be required.
 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 contact between CONTRACTOR'S employees, agents, or 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. A statement by CONTRACTOR's Plan Administrator that written 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. CONTRACTOR shall ensure that CONTRACTOR'S insurance provider submits written notice of cancellation to SCUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy. CONTRACTOR shall provide proof of insurance to SCUSD before the start of transportation services and upon renewal of coverage thereafter. Certificates of insurance are acceptable proof of insurance.
8. In the event that CONTRACTOR enters into subcontracts for the provision of transportation services, the insurance requirements with respect to such subcontractor are set forth in Section (II)(M) of this Master Contract.
9. If SCUSD determines that change in insurance coverage obligations under Section (II)(J) is necessary, SCUSD may reopen negotiations to modify the insurance requirements.

K. INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR shall defend, hold harmless and indemnify the SCUSD, its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (collectively, SCUSD Indemnitees) against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding SCUSD and SCUSD Indemnitees) and from every claim or demand which may be made by reason of:

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 the negligence or willful misconduct of the District.
2. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
3. Any liability that may arise from the CONTRACTOR or any of its employees, agents or subcontractors furnishing or use of any copyrighted composition, or patented invention, under this Master Contract.

L. INDEPENDENT CONTRACTOR

1. 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 herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between SCUSD and CONTRACTOR. 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 interests. The CONTRACTOR must ensure that SCUSD employees' hours of employment with the CONTRACTOR must be beyond SCUSD contractual hours.

M. SUBCONTRACTING

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 certification or approval or independent contractors paid 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 in effect appropriate policies of liability insurance including, but not limited to, general liability, professional liability, and automobile liability policies acceptable to SCUSD with the limits specified in Section (II)(J). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation 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 CONTRACTOR'S own insurance, as evidenced by submitting 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).
3. If CONTRACTOR enters into subcontracts for the provision of transportation services, subject to the written consent of SCUSD and as specified in the ISA, CONTRACTOR shall ensure that such subcontract requires the subcontractor to keep in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage. CONTRACTOR shall ensure that such subcontract shall require the subCONTRACTOR'S insurance provider to submit written notice of cancellation to SCUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy. CONTRACTOR shall ensure that such subcontract shall require the transportation subcontractor to provide proof of insurance to SCUSD before the start of transportation services and upon renewal of coverage thereafter. Certificates of insurance are acceptable proof of insurance. CONTRACTOR shall ensure that such subcontract shall require the transportation subcontractor to provide copies of its insurance policies upon request of SCUSD.
4. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (II)(K) of this Master Contract.

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, endorsements and policies as described in Section (II)(J) shall also constitute a material breach of, and may result in, termination of the Master Contract.

N. CONFLICTS OF INTEREST & CODE OF ETHICS

1. CONTRACTOR shall provide to SCUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with SCUSD that constitutes or may constitute a conflict of interest.
2. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Master Contract and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-District business while on District property or time.
3. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
4. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Master Contract. Any breach of this warranty shall be a material breach of each and every contract between District and CONTRACTOR.
5. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.
6. CONTRACTOR shall comply with the Code of Ethics described in Attachment 6. Failure to comply with the provision of this section or Attachment 6 shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District may have.

O. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age,

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

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 SCUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the SCUSD student's SLP (including, but not limited to, screenings, SCUSD-designated and other assessments, or interviews that occur prior to or as a condition of the SCUSD student's enrollment under the terms of this Master Contract).

B. STUDENT LEARNING PLAN (SLP)

1. Upon receipt of valid SES application documents, CONTRACTOR is required to contact students' parent/guardian to schedule the initial student assessment within 2 weeks. Contractor shall develop an SLP for each SCUSD student to whom CONTRACTOR is to provide SES services **by January 11, 2016**. Failure to complete the SLP with this period may result in a change of student assignment. An SLP shall only be prepared for SCUSD students enrolled in CONTRACTOR'S program with the approval of the State and Federal Programs Department and submitted through the Cayen SES Management Program. A completed and SLP must be signed by student's parent/guardian and submitted and approved by SCUSD for each student **before** tutoring can begin for that student. The SLP form developed by Cayen Systems may not be altered, revised or substituted.
2. Any and all changes to an SCUSD student's educational program shall be made solely on the basis of a revision to the SCUSD student's SLP. At any time during the Term of this Master Contract, an SCUSD student's parent or SCUSD may request a review of an SCUSD student's SLP.

C. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by SCUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with SCUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

D. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each SCUSD student's SLP, Progress/Attendance Report and all instruction shall be provided outside of the normal school day.

E. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the SCUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the SCUSD student's SLP. CONTRACTOR may only invoice for a minimum of 1 hour and a maximum of 2 hours per session. **The first bill for services provided must be received by SCUSD, no later than February 29, 2016 and the last bill must be submitted to SCUSD by June 29, 2016. Invoices must be submitted on a monthly basis and be received by District within 30 days of the month for which the service invoice applies**

F. SCUSD STUDENT PROGRESS/ATTENDANCE REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, school and the State and Federal Programs Department written progress/attendance reports pursuant to the requirements specified by the State and Federal Programs Department and as described on the ISA. A copy of the progress/attendance reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of SCUSD and/or the SCUSD student's parent.
2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each SCUSD student by January 11, 2016 as set forth in Section III.B above, and administer post-test assessments to each SCUSD student before the end of the term of the relevant student's SLP. CONTRACTOR shall not charge the SCUSD student's parent or SCUSD for the provision of progress/attendance reports, and/or any assessments including the pre/post-test assessments, any interviews, or meetings. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide SCUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

G. SCUSD STUDENT CHANGE OF ENROLLMENT

If an SCUSD student changes enrollment to a school outside of SCUSD's service boundaries or an SCUSD school whose students are not eligible for SES under the NCLB Act, SCUSD shall not be responsible for the costs of services delivered after the SCUSD student's change of enrollment.

H. WITHDRAWAL OR DISMISSAL OF SCUSD STUDENT FROM PROGRAM

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 PUBLIC SCHOOL CAMPUSES

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 monitoring of each SCUSD student's instructional program and shall invite SCUSD to participate in the review of each student's progress. SCUSD shall have access to observe each SCUSD student at work, observe the instructional setting, interview CONTRACTOR, and review each SCUSD student's records and progress, including records related to applications, SLP's and attendance. Such access may include unannounced monitoring visits. When making site visits, SCUSD shall initially report to CONTRACTOR'S site administrative office. CONTRACTORS who provide on-line Internet tutorial services, before services are provided under this Master Contract, shall provide to SCUSD all website addresses, passwords, and any other information necessary to permit SCUSD to access CONTRACTOR'S online services.
2. CONTRACTOR shall participate in person for an annual review process as deemed appropriate by SCUSD. This review will include, but is not limited to, programmatic

aspects, 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 on-the-job performance of all personnel is regularly monitored.

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any SCUSD student, unless CONTRACTOR determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with SCUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. CONTRACTOR shall certify in writing to SCUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current SCUSD or other school district's employees must obtain clearance from the CDOJ verified with CONTRACTOR'S ORI (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 through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.
3. If CONTRACTOR'S services, as specified in the ISA, are limited to online 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 5 to this Master Contract, that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.
6. Representatives for CONTRACTOR attending the Provider Fair where students may be attending, shall comply with all of the clearance requirements described herein.
7. Clearance certifications shall be uploaded to the Provider Documents section in CAYEN for access by State and Federal Programs Department pursuant to its requirements.
8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with SCUSD students with an identification badge that exhibits the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

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 otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall enter into the CAYEN system for access by SCUSD, a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide Supplemental Educational Services held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall ensure that all credentials are on file at the office of the County Superintendent of Schools. CONTRACTOR shall, in a manner specified by the State and Federal Programs Department, notify SCUSD each

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 documents for all individuals employed, contracted, and/or otherwise hired or utilized by 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.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in Section (I)(F)(4) of this Master Contract and as determined by SCUSD. SCUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.
2. The CONTRACTOR shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.
3. The CONTRACTOR shall notify its employees who are SCUSD employees that an absence from their regular duties for SCUSD work prohibits them from working for a CONTRACTOR on that same day of absence if the absence was for illness.

V.

HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and SCUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide Supplemental Educational Services to SCUSD students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of SCUSD's State and Federal Programs Department administrator. Use of SCUSD facilities require a submitted and

approved Facilities Use Permit from the SCUSD Civic Permits office. Fees for facilities use may be required.

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 provision of transportation services, such subcontract shall require the subcontractor to keep in effect appropriate policies of liability insurance with the limits specified in Section (II)(M).

D. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an SCUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each SCUSD student to whom medication is administered. Such written log shall specify the SCUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

E. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, by mail, any accident or incident report relating to SCUSD students to the State and Federal Programs Department. CONTRACTOR shall submit accident or incident reports pursuant to the procedures specified by the State and Federal Programs Department.

F. CHILD ABUSE REPORTING

CONTRACTOR must develop and maintain a written child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the State and Federal Programs Department.

G. REPORTING OF MISSING CHILDREN

CONTRACTOR assures SCUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the State and Federal Programs Department. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION AND TRAINING

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

Attachment 2 – Certification of Compliance with Enrollment Procedures

Attachment 3 – Certificate of Compliance with SES Provider Fair Procedures

Attachment 4 – Certification of Compliance with District Ethics and Professional Conduct Standards

Attachment 5 – Personnel Criminal Background, Tuberculosis Clearance, and Originating Reporting Agency Identifier (ORI) Code Statement

4. The following documents are included in the on-line CAYEN SES Management System and are deemed a part of the Master Contract:
 - Pre & Post Student Assessment Information and Data
 - Staff Information, Educational Background, Background Check
 - Student Learning Plan
 - Attendance Reports
 - Student Roster, Tutoring Schedule, Tutoring Location
 - Student Assessment & Progress Reports
 - Parent Contact Log
 - Invoices

B. TRAINING SESSIONS

CONTRACTOR shall attend any training sessions hosted by SCUSD on the date and at the time training is scheduled, at CONTRACTOR'S expense. Attendance is highly recommended at technical assistance sessions scheduled during the duration of the contact year, though optional.

VII. FINANCIAL

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

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the State and Federal Programs Department.
 - a. CONTRACTOR and its representatives may distribute and collect SES enrollment forms only between October 23, 2015 and October 25, 2015. No part of the enrollment form can be altered. All provider collected enrollment forms must be submitted to the State and Federal Office by 4:00pm, Monday, October 26, 2015.
 - b. CONTRACTOR and its representatives shall not enter any SCUSD campus, SCUSD sponsored activity, or contact school employees for SES recruitment purposes at any time except when participating in a SCUSD hosted SES Provider Fair.
 - c. If CONTRACTOR is not able to commence services to students on its list within thirty (30) days of receiving their student list, then SCUSD may reassign students not being serviced to another provider.
2. CONTRACTOR shall maintain separate registers that describe the services provided for each SCUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by SCUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA, and must provide at least 80% of their services to 90% of the enrolled students by May 13th, 2016. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each students as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and the SCUSD. **The first bill for services provided must be received by SCUSD, no later than February 29, 2016.** All services for the students by the CONTRACTOR shall end by May 15, 2015. Under, special circumstances, if there is a need to extend the service period beyond May 15, 2015, the CONTRACTOR shall submit a written request for extension of the service period to SCUSD, and upon written approval by SCUSD, the service may continue. Final invoices shall be submitted to SCUSD by June 29, 2016.
3. CONTRACTOR shall receive compensation only for sessions attended by qualified SCUSD students whose names have been provided to CONTRACTOR by the State and Federal Programs Department and for SES actually provided to SCUSD students. CONTRACTOR shall not receive compensation for SCUSD student absences. CONTRACTOR shall submit invoices and related documents to SCUSD for CAYEN systems 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 a CONTRACTOR'S SES 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.

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 the CONTRACTOR alters its service to SCUSD's satisfaction within that 30-day period, there will be no interruption in payment. SCUSD's SES Observation/Monitoring tool will be utilized to monitor implementation and progress of the services.

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 District's sole and absolute discretion. Without limiting the generality of the foregoing, 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 of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. SCUSD may withhold payment to CONTRACTOR when:
 - a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA, and/or SLP;
 - b. CONTRACTOR was overpaid by SCUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;
 - c. Education and/or related services were provided to SCUSD students by personnel who are not appropriately identified to SCUSD as credentialed, licensed, or otherwise qualified;
 - d. SCUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more SCUSD students enrolled in CONTRACTOR'S educational program; and/or

- e. CONTRACTOR receives payment from another agency or funding source for a service provided to a SCUSD student.
2. If the basis for the withholding is section (VII)(C)(1)(d) above, SCUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.
3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, SCUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.
4. If the basis for the withholding is Section (VII)(C)(1)(c) above, SCUSD may only withhold payment for services provided by the applicable individual.
5. If the basis for the withholding is Section (VII)(C)(1)(e) above, SCUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the SCUSD student.
6. If SCUSD determines that cause exists to withhold payment to CONTRACTOR, SCUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that SCUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for SCUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the discrepancy that form the basis for SCUSD's withholding payment or submit a written request for extension to correct the discrepancy. Upon receipt of CONTRACTOR'S written request showing good cause, SCUSD shall extend CONTRACTOR'S time to correct discrepancy (usually an additional thirty [30] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STUDENT ABSENCE: SCUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage enrollment in CONTRACTOR'S program or to encourage any other student or parent to enroll in CONTRACTOR'S program. Acceptable items are pencils, pens, magnets, etc. In any marketing information or other explanation, either verbally or in writing, and in the delivery of services, CONTRACTOR may not offer to parents and/or students incentives valued at more than \$5.00 each or \$50.00 in the aggregate per student as achievement and/or attendance incentives once the student has enrolled in CONTRACTOR'S program.

2. CONTRACTOR'S policy as to how students earn achievement and/or attendance incentives and the specific incentives with their specific costs must be fully explained in 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.

F. BUDGET REDUCTIONS

In the event that during the Term of this Master Contract, the State of California Department of Education or the Board of Education of the District fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either (a) terminate the Master Contract, without further liability to District, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, District shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, 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.
2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and canceled checks. Such access may include unannounced inspections by SCUSD. CONTRACTOR shall make available to SCUSD all budgetary information including operating budgets submitted by CONTRACTOR to SCUSD for the relevant contract period being audited.

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 receipt of a written request from SCUSD. CONTRACTOR shall, at no cost to SCUSD, provide assistance in such examination or audit. SCUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by SCUSD.
5. CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to SCUSD upon request.
6. If an inspection, review, or audit by SCUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes SCUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, SCUSD shall provide CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and SCUSD otherwise agree in writing, CONTRACTOR shall pay SCUSD the full amount owed. CONTRACTOR shall make such payment to SCUSD within thirty (30) days of receipt of written demand for payment.

**H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD
(34 C.F.R. 85)**

1. By signing this document, the CONTRACTOR certifies that it and its principals: and/or subcontractors
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in section (VII)(H)(2)(b) above; and
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. BOARD APPROVAL

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

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in SCUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the SCUSD.

K. NOTICES

Notices required under this Master Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA:

Sacramento City Unified School District
5735 47th Avenue, Box 725
Sacramento, CA 95824
Attn: State and Federal Programs Department

For PROVIDER:

Name / Title: _____
Address: _____
City/St./Zip: _____

CONTRACTOR	LEA
<p data-bbox="224 1612 748 1648">Supplemental Educational Services Provider</p> <p data-bbox="180 1703 220 1738">By:</p> <p data-bbox="261 1772 805 1808"><u>Signature</u> (Blue or Black Ink)</p> <p data-bbox="277 1850 805 1879">Date: _____</p>	<p data-bbox="971 1572 1430 1608">Sacramento City Unified School District</p> <p data-bbox="894 1703 935 1738">By:</p> <p data-bbox="938 1772 1495 1808">Gerardo Castillo, Chief Business Officer</p> <p data-bbox="971 1850 1495 1879">Date: _____</p>

<p>Print Name and Title of Authorized Representative</p>	<p>Gerardo Castillo Director III, Budget Services</p>
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