

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

777 North F Street
San Bernardino, CA 92410

THIS AGREEMENT is made and entered into by and between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the “**DISTRICT**” with its principal place of business at 777 North F Street, San Bernardino, California 92410, and the “**Service Provider**” named on the signature page of this Agreement, is hereby amended effective July 1, 2009, hereinafter Amendment No. 1.

RECITALS

WHEREAS, the DISTRICT, has received funding from the California Department of Education from AB172 Family Literacy grant to provide preschool for three and four year old children in San Bernardino and to provide opportunities for parents of these children to participate in family literacy activities; and

WHEREAS, the DISTRICT is responsible to the California Department of Education for the distribution of and monitoring expenditures from AB172 funding to local subcontractors; and

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person(s) are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, the Service Provider itself is, or those hired by the Service Provider are, specially trained, experienced and competent to render the special services required by DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the DISTRICT and the Service Provider mutually agree to amend this agreement as follows:

I. CHANGES TO THE AGREEMENT:

Page 1, Article II, Term, is amended by adding the following language:

This Agreement shall be renewed for the period beginning July 1, 2009, continuing through June 30, 2010.

Page 2, Article V, Invoices, is amended by adding the following language:

For the period July 1, 2009, through June 30, 2010, all invoices under this agreement must be received by DISTRICT not later than July 13, 2010. Failure to submit invoices by this date may result in disallowance or late payment of the invoice.

Page 3, Article VI, Payment, is amended by adding the following language:

For the period July 1, 2009, through June 30, 2010, the maximum amount of reimbursement under this Contract shall not exceed \$655,627.60.

Exhibit B, Specific Responsibilities of the Service Provider (Scope of Work), is amended by adding the following language:

Contract Line Item No. 004

The Service Provider will provide Family Literacy Activities for families of students enrolled in part-day pre-school classes funded by AB172. The maximum number of students to be served under the CLIN 004 is 116. Two types of activities are to be provided. One type is for parents only and the second type is for parents and students. The not-to-exceed value for this CLIN 004 is \$10,000.00. The Service Provider hereby certifies compliance with "Standard Provisions for State Contracts;" and agrees to use these funds for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the State of California's "Program Requirements for Prekindergarten and Family Literacy Program" (available online at <http://www.cde.ca.gov/fg/aa/cd/>), which, by this reference, is incorporated into this Agreement.

Funding of this CLIN 004 is contingent upon appropriation and availability of funds. This CLIN 004 may be terminated immediately by the District if funds are not appropriated or available in amounts sufficient to fund the District's obligations under this Agreement.

The Service Provider may invoice for costs actually incurred or allocated to this CLIN 004. Invoices shall be submitted monthly in a format acceptable to the District and shall be supported by the "Prekindergarten & Family Literacy Quarterly Report Form." The District will process invoices for payment not later than thirty (30) business days of receipt of invoice, subject to the availability of funds from the State to the DISTRICT. All financial and other records supporting the invoice shall be retained by the Service Provider for the period prescribed by applicable laws and regulations, and shall be made available for audit if requested by the District, by the State of California, or by any court or government agency with jurisdiction.

Contract Line Item No. 005

The Service Provider will provide part-day preschool for 3 and 4 year old students under AB172. The maximum number of students to be served under this CLIN 005 is seventy-two (72).

The Service Provider hereby certifies compliance with "Standard Provisions for State Contracts;" and agrees to provide services in accordance with the State of California's "Funding Terms and Conditions" (available online at <http://www.cde.ca.gov/fg/aa/cd/>), and with the District's CURRENT APPLICATION, both of which, by this reference, are incorporated into this Agreement.

Funding of this CLIN 005 is contingent upon appropriation and availability of sufficient funds. This CLIN 005 may be terminated immediately by the District if funds are not appropriated or available in amounts sufficient to fund the District's obligations under this Agreement.

For satisfactory performance of the required services, the Service Provider may invoice for costs actually incurred or allocated to this CLIN 005, subject to the Determination of Reimbursable Amount Section of the "Funding Terms and Conditions," at a rate not to exceed \$21.22 per child per day of full-time enrollment and a Maximum Reimbursable Amount of \$275,011.20.

Invoices shall be submitted monthly in a format acceptable to the District and shall be supported by the "Prekindergarten & Family Literacy Quarterly Report Form." The District will process invoices for payment not later than thirty (30) business days of receipt of invoice, subject to the availability of funds from the State to the District. All financial and other records supporting the invoice shall be retained by the Service Provider for the period prescribed by applicable laws and regulations, and shall be made available for audit if requested by the District, by the State of California, or by any court or government agency with jurisdiction.

The 801A report shall be filed electronically with the California Department of Education no later than the 15th of each month. Attendance/fiscal reports shall be submitted to the DISTRICT on or before the 13th of the month following the end of each quarter. The payment amount indicated is dependent upon the enrollment and attendance of students reported monthly and is not to exceed the amount invoiced monthly or the full amount indicated.

Contract Line Item No. 006

The Service Provider will provide full-day preschool for 3 and 4 year old students under AB172. The maximum number of students to be served under this CLIN 006 is forty-four (44).

The Service Provider hereby certifies compliance with "Standard Provisions for State Contracts;" and agrees to provide services in accordance with the State of California's "Funding Terms and Conditions" (available online at <http://www.cde.ca.gov/fg/aa/cd/>), with the District's 2007 PREKINDERGARTEN & FAMILY LITERACY PROGRAM APPLICATION, and with the District's CURRENT APPLICATION, all of which, by this reference, are incorporated into this Agreement.

Funding of this CLIN 006 is contingent upon appropriation and availability of sufficient funds. This CLIN 006 may be terminated immediately by the District if funds are not appropriated or available in amounts sufficient to fund the District's obligations under this Agreement.

For satisfactory performance of the required services, the Service Provider may invoice for costs actually incurred or allocated to this CLIN 006, subject to the Determination of

Reimbursable Amount Section of the “Funding Terms and Conditions,” at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount of \$370,616.40.

Invoices shall be submitted monthly in a format acceptable to the District and shall be supported by the “Prekindergarten & Family Literacy Quarterly Report Form.” The District will process invoices for payment not later than thirty (30) business days of receipt of invoice, subject to the availability of funds from the State to the DISTRICT. All financial and other records supporting the invoice shall be retained by the Service Provider for the period prescribed by applicable laws and regulations, and shall be made available for audit if requested by the District, by the State of California, or by any court or government agency with jurisdiction.

The 801A report shall be filed electronically with the California Department of Education no later than the 15th of each month. Attendance/fiscal reports shall be submitted to the DISTRICT on or before the 13th of the month following the end of each quarter. The payment amount indicated is dependent upon the enrollment and attendance of students reported monthly and is not to exceed the amount invoiced monthly or the full amount indicated.

II. AMENDMENT CONDITIONS:

Any prior Amendment to this Agreement is hereby revoked to the extent it is inconsistent with this Amendment. All other terms and conditions will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 in triplicate as set forth below.

COUNTY OF SAN BERNARDINO

SAN BERNARDINO
CITY UNIFIED SCHOOL DISTRICT

RON GRIFFIN
Director, Preschool Services Department

MOHAMMAD Z. ISLAM
Chief Business and Financial Officer

Date: _____

Date: _____